

SLEEP TRAINING SERVICES AGREEMENT

Georgetown Psychology Associates offers consultation services for parents of children at every stage of sleep training, from those about to begin the process to those struggling to complete it. The in-person consultation is generally 45 minutes in duration, which may be followed by additional support via email or phone (if necessary), the total fee for which is **\$400**. This meeting is for parents/caregivers only; please do not bring your child to the appointment.

Prior to your consultation, please check with your pediatrician to make sure your child is healthy and medically cleared to be sleep trained. Your child should be at least 4 months old and able to consume sufficient milk or formula during the day so that you can safely eliminate night feedings. Sleep training is also unadvisable if your child has just learned a new developmental skill (within the last two weeks) or experienced a significant life change (e.g., parent returning to work or a move).

While we will make every effort to help you and your child through completion of the process, each child/family presents with its own unique set of circumstances, and as such, *we cannot guarantee outcomes*.

Payment is due at the time the appointment is scheduled. We accept Visa, MasterCard, Discover, and American Express.

My signature below indicates that I have read and understand the above information:

(Parent Signature) _____
(Date)

(Parent's Name)

(Child's Name) _____
(Child's Date of Birth)

Georgetown Office
1054 31st St, NW
Suite 312
Washington, DC 2000
(202) 333-6251

McLean Office
1355 Beverly Rd
Suite 320
McLean, VA 22101
(703) 556-6655

Bethesda Office
4915 Auburn Avenue
Suite 303
Bethesda, MD 20814
(301) 652-5550

THERAPIST-CLIENT SERVICE AGREEMENT

Welcome to our practice. This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new 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 we 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 we obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our first session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us 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.

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. There are many different methods we may use to deal with problems that you hope to address. Psychotherapy 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 have to work on things we talk about both during our 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, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

The first few sessions will involve an evaluation of you (or your child's) needs. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist. Therapy involves a large commitment of time, money, and energy, so you should be thoughtful about the therapist you select. If you have questions about our procedures, we should discuss them as they arise. If your doubts persist, we would be happy to help you set up a meeting with another mental health professional for a second opinion.

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MEETINGS

We normally conduct an evaluation that will last from 2 to 4 sessions. The first session is a formal intake appointment, which lasts 60 minutes. During this time, you and your therapist can decide if he/she is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, we will usually schedule one 45-minute session per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment is scheduled, you will be expected to pay for it. **We require 48-hour notice to cancel or reschedule an appointment.** It is important to note that insurance companies do not provide reimbursements for cancelled sessions.

PROFESSIONAL FEES

In addition to weekly appointments, we charge fees for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. Other services include report writing, completing insurance forms, telephone conversations lasting longer than 10 minutes, consulting with other professionals (with your written consent), preparation of records or treatment summaries, and the time spent performing any other service you may request. If you become involved in legal proceedings that require our participation, you will be expected to pay for all professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$500.00 per hour for preparation and attendance at any legal proceeding. The expected fee is collected prior to the legal proceeding.

CONTACTING YOUR THERAPIST

Due to our schedules, we are often not immediately available by telephone. We employ an answering service that takes messages in our absence. We will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. In situations that require prompt attention, you may contact Dr. Maria Zimmitti via cell phone (202.374.4447); please use this number in emergencies only. If you are difficult to reach, please inform us of times when you will be available. If you are unable to reach your therapist or Dr. Zimmitti and feel that you cannot wait for us to return your call, please call 911 or go to your nearest emergency room and ask for the psychologist or psychiatrist on call. If your therapist will be unavailable for extended time, we will provide you with the name of a therapist/colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, we can only release information about your treatment to others if you sign a written authorization. This Authorization will remain in effect for a length of time you determine. In most cases, it cannot exceed 60 days. You may revoke the authorization at any time, unless we have taken action in reliance on it. However, there are some disclosures that do not require Authorization, as follows:

- You should be aware that we practice with other mental professionals and that I employ administrative staff. In most cases, we need to share protected information with these individuals for administrative purposes, such as scheduling, billing, and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- We also have contracts with Solutions Group (IT company), Clemencia Barnes (cleaning service), Pedro Ordonaz (cleaning service), Cathedra Capital (CFO), and Accordia Consulting (accounting service). As required by HIPAA, we have a formal business associate contract with these businesses, in which they promise to maintain the

confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with 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 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. We 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 your therapist to disclose information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or a lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If a patient files a worker's compensation claim, we must, upon appropriate request, provide a copy of the patient's record to the D.C./MD/VA Office of Hearings and Adjudications, the patient's employer or insurer.

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

- If we know or have reason to suspect that a child has been or is in immediate danger of being mentally or physically abused or neglected child, the law requires that we file a report with the appropriate governmental agency, usually the Child Protective Services Division of the Department of Human Services. Once such report is filed, we may be required to provide additional information.
- If we have substantial cause to believe that an adult is in need of protective services because of abuse, neglect or exploitation by someone other than our patient, the law requires that we file a report with the appropriate governmental agency, usually the Department of Human Services. Once such a report is filed, we may be required to provide additional information.
- In an emergency, if we believe that a patient presents a substantial risk of imminent and serious injury to him/herself, we may be required to take protective actions, including notifying individuals who can protect the patient or initiating emergency hospitalization.
- If we believe that a patient presents a substantial risk of imminent and serious injury to another individual, we may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

If such a situation arises, we will make every effort to fully discuss it with you before taking action and we will limit our disclosure to what is necessary.

In all other situations, we will ask you for an advance authorization before disclosing any information about you. 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. That laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, we 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 we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve a substantial risk of imminent psychological impairment or imminent serious physical 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, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, we are allowed to charge a copying fee of \$0.15 per page (and for other expenses). The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

In addition, we may also keep a set of Psychotherapy Notes. These Notes are for our own use and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of conversations with clients, our analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to us that is not required to be included in your Clinical Record [and they also include information from others provided to us confidentially]. These Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

PATIENT RIGHTS

You may have certain 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 our privacy policies and procedures. We are happy to discuss any of these rights with you.

MINOR & PARENTS

Psychologists can provide psychological services to minors without parental consent if the psychologist determines that the minor is knowingly and voluntarily seeking the services and provision of the services is clinically indicated for the minor's well-being. These services can only be provided for 90 days, but can be continued if the psychologist re-determines that the services are still clinically indicated. Parents do not have access to records of this treatment. Patients under 18 years of age but who are over 14 and not emancipated and whose parents have consented to treatment should be aware that parents can only review the child's records with the written authorization of the child. Children under 14, whose parents have consented to the treatment, should be aware that their parents can examine their treatment records unless we decide that such access is likely to injure the child, or we all agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and because it is important

for parents to have some information about their child's treatment, it is usually our policy to request an agreement of both the parents and child about what information parents will receive about their child's treatment. If the patient agrees, during treatment, we will provide parents only with general information about progress of the child's treatment, and his/her attendance at scheduled sessions. We 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 we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay at each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan. We ask that you complete a credit card authorization form (attached) which we will bill at the time of your session. We will email you an itemized invoice at the end of each month that you may then submit to insurance. We accept Visa, MasterCard, Discover, and American Express.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its cost will be included in the claim.

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. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, **you (not your insurance company) are responsible for full payment of our fees as services are rendered.** It is very important that you find out exactly what mental health services your insurance policy covers. Some insurance companies require pre-authorization paperwork to be completed before they will approve sessions. We will ask you to fill out an authorization if we are asked to provide information to your insurance company of HMO that will allow us to provide the information necessary to help you secure payment for the services we provide for you. This Authorization will be in effect for one year, but can be revoked at any time.

You should carefully read this section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information we can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, we will be willing to call the company on your behalf.

Due to rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require treatment approaches designed to work out specific problems that interfere with a person's usual level of

functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. This is typically limited to diagnostic information, including a treatment plan, the reasons for continuing treatment and the prognosis of how long the treatment will need to continue. If the Insurance Company determines that more information is necessary, the insurance company must appoint an independent reviewer and the additional information can only be disclosed to the reviewer. You should also be aware that some self-insured employee benefit plans are not subject to this law. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. 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, we 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. We will provide you with a copy of any report we submit, if you request it.

Once we have all the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for our services yourself to avoid the issues described above.

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

Client/Parent Signature **Date**

Parent 2 Signature* **Date**

***Note:** If you are currently separated or have a joint custody agreement in place, both parents must sign this form. Both signatures are also required when one parent has legal/medical decision-making authority. Therapy cannot be initiated without the expressed consent of both parents. If you have a sole custody agreement in place, please submit documentation to your therapist prior to your first appointment.

