



MindWorks Psychological Services
7450 Dr. Phillips Blvd. Suite 312, Orlando, FL 32819
310 S. Dillard Street Suite 160 Winter Garden, FL 34787
Phone 407.415.1450 Fax 321.234.5587
<http://www.MindWorksPsych.com>

OFFICE POLICIES AND AGREEMENT FOR PSYCHOLOGICAL OR MENTAL HEALTH SERVICES

Psychotherapy involves entering into a relationship with a licensed mental health professional. The following information about confidentiality, fees/billing, phone calls, and risks and benefits of treatment, are basics of the therapy relationship and are designed to help create a safe and professional atmosphere. This document (Agreement) explains our psychological treatment services, office policies, and the Health Insurance Portability and Accountability Act (HIPAA), a federal law that along with Florida state law safeguards your privacy rights. HIPAA requires that we obtain your signature acknowledging that we have provided you with this information on the first date of service. Under HIPAA and the APA Ethics Code, we are legally and ethically responsible to provide you with informed consent for psychological treatment.

HIPAA: HIPAA provides you with several new or expanded rights with regard to your clinical records and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from the clinical records 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 our 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. We are happy to discuss any of these rights with you.

Consent for the Treatment of a Minor Child: Therapists generally expect both parents to be aware of their child's participation in therapy. Often, "homework" is assigned for the child and parents to help make progress toward goals in the natural setting, outside of the therapy room. Much of the time, therapy involves the parents directly, either with or without the child, as the main caregivers providing supports at home. Therapists will make reasonable efforts to ensure that both parents are notified and have reasonable access to provide information and consent to the therapist. If any question exists regarding the authority of a parent/guardian to give consent for psychotherapy, therapists will require that the parent/guardian provide supporting legal documentation, such as a custody order.

Risks and Benefits: Psychotherapy is considered to be a safe and effective treatment for a wide range of mental health concerns. Some of the benefits include reduction of symptoms, development of coping and problem solving skills, providing support during intense emotional times, and facilitating the creation of healthier relationships. Risks can include initial and temporary increases in emotional tension or discomfort or disagreements between parents as to how to handle problem behaviors. Changes during therapy may occur that affect relationships but will hopefully lead to improved relationships, solutions to specific problems, and significant reduction in feelings of distress. Alternatives to psychotherapy include no treatment or medication therapy. Medication may be an option for assistance with managing the physiological/medical problems associated with behavioral health concerns and used in conjunction with therapy. Therapy involves a large commitment of time, money and energy, so you should be careful about the therapist you select. If you have questions about our procedures, we should discuss them when they arise. If you have any doubts that linger, we would be happy to help you select a meeting with another mental health professional for a second opinion or consult. Your therapist may be a Registered Mental Health Intern, who is supervised by a licensed professional.

Client Litigation: Therapists will not voluntarily participate in any litigation or custody dispute in which a client or their parent/guardian and another individual are parties. Each therapist will generally not speak with your counsel, write or sign letters, reports, declarations, or affidavits to be used in legal matters unless clients complete a written release of information form or the information is court ordered by a judge. Therapists will generally not provide records or testimony unless compelled to do so. In addition, therapists are unable to make recommendations as to custody or visitation matters.

Confidentiality: Confidentiality is essential to the development of the therapy relationship. Federal and Florida law protects the privacy of communication between a client and a psychologist. In general, what you share is not revealed to anyone else without your written consent. However, there are some exceptions, which are for your protection. These include instances in which you report abuse (physical, sexual or emotional) and/or if you are an immediate harm to yourself or others. Therapists will not testify in court unless by court order of a judge. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court order would be likely to order therapists to disclose information. Information subpoenaed by a valid court order is usually not protected by this limit on confidentiality. It is also appropriate for your



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therapist to discuss your care with professional colleagues for consultation, supervision, and coordination of care. It will generally be helpful to sign a release of information to allow your therapist to communicate with other professionals who also work with your child, such as a SLP, OT or physician. If insurance pays you back for your therapy, the company may ask for certain information and at times, they do request a copy of your records. This information may be reported to medical information databanks (MIB) and could be used to deny benefits to you in the future, such as health or life insurance for privately underwritten policies. We may have contracts with fax, testing, web hosting and storage companies. As required by HIPAA, we have a business associate contract with these companies, in which they promise to maintain the confidentiality of client information/data except as specifically allowed in the contract or otherwise required by law.

When your child is the client: your child has confidentiality. For therapy with your child to be successful, there must be a trusting and confidential relationship between the therapist and your child. As a general rule, therapists will keep the information children share with them in sessions confidential. There are, however, important exceptions to this rule that are important for children and teens to understand before they share personal information with therapists in a therapy session. In some situations, therapists are required by law or by the guidelines of our profession to disclose information whether or not we have your permission. Some of these situations include: The child/teen tells the therapist that she/he plans and intends to cause serious harm or death to self or others, or if a child discloses to their therapist that they are being abused (physically, sexually or emotionally) or that they have been abused in the past, therapists are required by law to report the abuse to the Florida Department of Children and Families. Also, information may be disclosed if the sessions are the result of an accident. If the client is involved in a court case and a request is made for information about your counseling or therapy, we will not disclose information without written agreement unless court ordered. If your child is an adolescent, it is possible that he/she will reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. We must carefully and directly discuss your feelings and opinions regarding acceptable behavior. If your child is deemed at serious risk of harming him/herself or another, we will inform you. We ask that generally, parents/guardians to respect their child's confidentiality to promote the goals of psychotherapy.

Professional Fees and Payment: Payments are generally accepted in the form of cash, check, or major credit cards, or we can take the Gardiner Scholarship as well. Payment of \$45 for your child's group therapy is due at the time of your appointment. We charge the same hourly rate for other professional services you may need, though we will prorate for periods of work less than one hour. Other professional services may include report writing, telephone conversations longer than 5 minutes, attendance at meetings with other professionals you have authorized, or preparation of treatment summaries. If you become involved in legal proceedings that require therapist participation, you will be expected to pay for any professional time spent on legal matters at \$360/hour. We can accept HSA/FSA cards, credit or debit cards, personal or cashier's check, PayPal, Venmo or Apple Pay. All returned checks will incur a \$30.00 returned check fee. Once a check payment has been returned for insufficient funds, payment will only be accepted by a guaranteed form of payment such as cash or a cashier's check. Overdue accounts of more than 60 days may be turned over to collections to obtain payment. When accounts are turned over to collections, your name, date of services, and account balance will be shared. No information related to your therapy will be revealed. You may submit to your insurance company a super bill; however, they then have record of your diagnosis, which will be provided to the Medical Information Bureau.

Cancellation Policy and Rescheduling Appointments: Each client is responsible for managing the finances of the psychotherapy relationship. Each client is responsible for payment for services rendered on the day of the appointment. Since we reserve your appointment time for you, there will be a charge of \$20 for any group appointments missed. Weekend appointments may be available for a surcharge. Otherwise, appointments are offered Monday through Friday from 8am to 8pm. 2 Reports and Records: It is office policy to retain client data for ten years after the last client contact, via electronic record. Paper records will be shredded after they are scanned electronically.

Termination of Therapy: Clients and therapists may mutually agree to termination of therapy when treatment goals are met. The therapist reserves the right to terminate therapy at her/his discretion. Reasons for termination include, but are not limited to; successful completion of therapy goals, non-attended sessions, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, if client needs are outside of the therapist's scope of competence or practice, or if the client is not making adequate progress in therapy. The client or her/his representative/guardian has the right to terminate therapy at her/his discretion. Upon either party's decision to terminate



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therapy, the therapist will generally recommend that client participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done and make appropriate recommendations if needed. Therapists will also attempt to ensure a smooth transition to another therapist by offering referrals to the client or their guardian(s) and offer consultation.

Therapist Availability: Sessions are scheduled by appointment only. Every effort to return calls within 24 hours or by the next business day will be made, but cannot guarantee the calls will be returned immediately. In the event that you or your child is feeling unsafe or requires immediate medical or psychiatric assistance, call 911, the Crisis Hotline in Florida call 211 or 866-296-3711, or go to the nearest emergency room. Your local emergency room or law enforcement agency can provide emergency help if the crisis is acute.

Parent Agreement: I acknowledge the receipt of MindWorks Psychological Service's Office Policies and Agreement for Psychological Services, and I understand and agree to comply with these policies. I understand that these policies will always be available to me on the MindWorksPsych.com website, but that I may always request a hard copy if I am unable to access them. I also acknowledge the receipt of the HIPAA PRIVACY NOTICE for my review.

I understand that the HIPAA form will remain available on MindWorksPsych.com but that I may always request a hard copy if I am unable to access it. I understand that any of the above information in the Office Policies and Agreement for Psychological Services document can be discussed and may be open to change. If at any time I have questions about any of the subjects discussed in the Office Policies and Agreement for Psychological Services document, I can talk with you about them, and you will do your best to answer them. I understand I have the right to withdraw my consent at any time, for any reason. However, I will make every effort to discuss my concerns about the evaluation with you in advance. I have read and understand the above and hereby agree to participate in psychotherapy with Florida registered interns or licensed mental health professionals employed as independent contractors by MindWorks Psychological Services.

_____ Signature of minor child, if applicable

_____ Signature of parent/guardian

_____ Printed name of client

_____ Date

_____ Witness