

Conlon Psychological Services, PLLC
Celeste Conlon, Ph.D., Licensed Psychologist, LSSP

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Sugar Land TX 77478

Office: 281-944-5588
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Office Practices and Agreement

Welcome to my practice - it is a privilege to have you as a client! It is my goal to provide personal psychological services that are practical and that promote healthy change so that you meet your goals, and to do it as quickly and as efficiently as I can.

This document (the Agreement) contains important information about my professional services and business policies. It also contains summary 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). HIPAA requires that I provide you with a Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information (the Notice) for use and disclosure of PHI. The Notice, which is attached to this Agreement, explains HIPAA privacy protections and their 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. Although these documents are long and sometimes complex, it is important that you read them carefully before our next session. We can discuss questions you have about the procedures at that time.

At your 2nd session, you must sign this document to represent a business agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have already acted 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 to me you have incurred.

I am a Licensed Psychologist and a Licensed Specialist in School Psychology by the Texas State Board of Examiners of Psychologists. I received a Bachelor of Science (B.S.) in Psychology from Arizona State University and a Doctor of Philosophy (Ph.D.) in Educational Psychology from the University of Texas at Austin. In 1981, I served a one-year internship in school psychology through the St. Cloud School District in St. Cloud, Minnesota. Later, I served as the Regional Coordinator for Emotional/Behavior Disorders for an educational cooperative in Northwest Minnesota, and was instrumental in developing programs in 55 school districts for children and adolescents with emotional and behavior problems. After returning to Texas, I developed parent support programs in Humble ISD in the areas of early childhood, autism, learning disabilities, emotional problems, mental retardation, ADHD and developmental delays. During a one-year postdoctoral internship through Harris County Department of Education I provided services in Juvenile Probation and a residential treatment facility. After working with children, adolescents, families, parents and teachers in schools for several years, I began counseling and consulting with clients privately in 1992. I have provided psychological services in multiple settings for a wide range of students, ages 3 through college, from diverse cultures, backgrounds and languages. As a result, I have several years of experience with almost all childhood or adolescent disabilities. Most recently I worked for Katy ISD serving students, parents and teachers in affluent suburban district. I accept clients whom I believe have the capacity to resolve their problems with my assistance.

Psychological Services:

Psychotherapy is not easily described in general terms. It varies depending on the personalities of the psychologist and patient, and on the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address.

Psychotherapy is not like a visit to a medical doctor. 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 is sometimes very brief with a chance to get things off one's chest, to get an objective opinion, to learn child management skills that may be effective with a particular child, or with a narrowly focused objective surrounding the resolution of a particular problem. In most cases, however, the psychotherapy process involves a series of meetings over a period of time, lasting from three to nine months and sometimes longer. This is best accomplished with a standing, predictable weekly appointment time, reserved for a specific patient; or regular attendance at weekly group therapy sessions. Evaluation of progress is best judged, not by the outcome of each session, but by assessing progress toward objective and/or subjective goals at predetermined intervals (e.g. 60 or 90 days, 8 or 12 sessions).

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you might 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 significant reductions in feelings of distress, solutions to specific problems, and better relationships. However, there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of this evaluation period, I will be able to offer some first impressions about 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 opinions about whether you feel comfortable working with me. Therapy involves a large commitment of time, energy, and money, so you should be careful about the therapist you select. If you have questions, we should discuss them when they arise. If your doubts persist, I will help you set up a meeting with another mental health professional for a second opinion.

My treatment will likely focus on psychological/emotional dynamics involved in your presenting problems (or those of your child). I always suggest you consult with your physician to rule out anything organic. I will be happy to refer you to an M.D. upon request.

Appointments:

To schedule an appointment or to ask questions, call 281-944-5588. My schedule is different each day. I do not typically answer the phone when I am with a client. You will be connected to a voice-mail system to leave information for a return call. This system operates 24 hours per day and is the most efficient way to contact me.

I try to return calls on the same day with the exception of weekends and holidays. Please do not leave a pager number for a return call. Email and texts are discouraged. I am in session or traveling most of the time, and am unable to respond to either in a timely manner. Occasional brief texting of a business nature, such as gaining entry to the building after hours, is fine.

Appointments are currently available Monday through Friday from 8:00 a.m. until 4:15 p.m. Psychotherapy is usually scheduled for one 45-minute session (one appointment hour of 45 minutes) per week, although some sessions might be longer or more frequent. Appointments begin promptly and, in consideration of others, end at the specified time. **Appointments that extend beyond 50 minutes will be billed incrementally for the time required.**

I will try my best to accommodate your request for specific appointment times. However, because of the limited “after hours” time available, I also ask that you be understanding and flexible; that you weigh the costs with the potential benefits of the counseling appointments and work with me on scheduling. A “return to school/work” note is available and schools (and employers) have been very accommodating to this practice.

Therapy with children (elementary age and younger) may sometimes be individual, but sometimes is improved with parent input or even brief participation. Please remain in the building during your child’s therapy session. The last 10 minutes of the 45 minute session are often needed for parent feedback, payment, and scheduling of the next appointment.

If adolescent or young adult patients come for their appointments unaccompanied by an adult, I ask that you either send payment with them or pay in advance. I also will assume that the adolescents or young adults have the authority to reschedule their own next appointments (for which you are financially responsible). If you would like an alternative arrangement, you will need to work that out with me in advance.

You are always free with minors 17 and under (18 and over with released signed) to call my office to confirm the next scheduled appointment time, but I cannot be responsible for initiating a call to you in each case. To help with scheduling, you will be given access to your family’s upcoming appointments on a secure online website and the opportunity to sign up for appointment reminders.

Cancellations:

Appointment cancellations, regardless of the reason, must be made a full 24 hours during the business workweek prior to a scheduled appointment to avoid being charged the full session fee for the visit. For Monday appointments, please contact me **by Friday 9:00 am.** (72 hours notice due to the weekend). Cancellations are only accepted by phone.

I schedule an exclusive time for you or your child. If you do not show up for your scheduled appointment, and you have not notified me at least 24 hours in advance, you will be required to pay the full cost of the session. Insurance will not reimburse for a missed appointment – you will be expected to pay the entire amount.

Emergencies:

In the event of a life-threatening emergency, dial 911 for assistance or go immediately to the nearest hospital emergency room. For urgent matters, call my office (281-944-5588) and state that you would like a return call as soon as possible. Urgent matters are handled as soon as possible by phone, with emergency sessions scheduled as needed.

Professional Fees, Billing, and Payments:

My fee is **\$230** per hour for most services. Here are examples of typical charges.

Service	Time	Fee
Regular weekly session	45 minutes	\$170
Extended weekly session	60 minutes	\$230
Initial evaluation, adult	90 minutes	\$340
Initial evaluation, family	Up to 120 minutes (2 hours)	\$460

I charge the hourly fee for other professional services you may need outside of your session, though I will break down the cost if I work for periods of less than one hour. Other services include report preparation, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and time spent performing any other service you request.

For children and adolescents, parent participation is strongly encouraged and is very often part of the overall treatment plan. Good communication with parents is often vital to a child's therapy progress so that parents can support practice of new skills at home. Dr. Conlon strives to balance the demands on everyone's time outside of the child/adolescent session with good communication practices and the cost of her services. Separate sessions with parents alone is very cost effective because it enhances good relationships, improves communication, provides time to clarify key issues and develops the necessary foundation for interventions.

Consultation immediately after your child's session should be limited to less than five minutes due to other appointments. Longer after-session parent consultations are permitted when time allows, with a prorated charge added to the session fee. Outside of parent sessions, parents may leave voice mails or send updates about important events during the week via secure email. **Parents should call with urgent needs and never use email for this purpose.** Dr. Conlon will do her best to read all emails in advance of the next session, but this cannot be guaranteed and she rarely has time to respond in writing. Dr. Conlon will not charge for brief updates, voice mails, or occasional longer emails, but if the accumulation of email or phone consultations between sessions becomes extensive, she may need to charge for her time, at the hourly rate for all professional services.

You will be expected to pay for each session at the time it is scheduled, unless we agree otherwise. Cash, personal checks, and credit cards are accepted forms of payment. Group therapy fees vary according to the goals of the group, but are usually lower than the regular fee. After the first visit, payment for group therapy patients is based on a monthly fee and is due monthly in advance. A series of post-dated checks is acceptable, but fees for group therapy will still be assessed on a monthly rather than per session basis.

Returned checks will be assessed a service charge of \$35.00. If a check is returned, and your account has not been paid for more than 60 days and we have not agreed on arrangements for payment, I have the option of using legal means to secure payment. This might involve hiring a collection agency or filing a claim in small claims court. Either action will require me to disclose otherwise confidential information. If legal action is necessary, the costs incurred will be included in the claim.

Confidentiality:

Psychologists have traditionally been more sensitive to confidentiality of patient information than other health care providers. HIPAA reinforces confidentiality by protecting the privacy of all communications between a patient and a psychologist. In most situations, I only release information about your treatment if you sign an Authorization to Release (or to Exchange) Confidential Information form that meets certain legal requirements imposed by HIPAA.

You should be aware, however, that HIPAA allows certain exceptions to confidentiality. These are detailed in the attached Notice. For example, there are several situations that require only that you provide written, advance consent for use and disclosure of confidential information. Your signature on this Agreement provides consent for these activities. These involve use and disclosure for treatment, payment, and healthcare operations as well as your consent that I be allowed to contact family or friends should I believe that you are a serious threat to harm yourself.

There are situations in which I am permitted or required to disclose information without either your consent or Authorization. These are detailed in the Notice. There are other situations in which I am legally obligated to disclose confidential information about you without either your consent or your Authorization when I believe it is necessary to protect others from harm. These generally involve neglect or abuse of a child, an elderly person, or a disabled person. Additionally, I may contact law enforcement or medical personnel if I believe that you are a threat to harm yourself or someone else. If such a situation arises, I will make every effort to 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.

Due to confidentiality concerns, I do not respond to client messages on social media such as Facebook or Twitter, and I rarely respond to text messages. If you need to communicate with me, please call me directly at 281-944-5588, and indicate if your call is of an urgent nature.

Minors and 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.

Teenagers often like to feel they have their "own" sessions. Therefore, feedback to parents is best done in separately scheduled parent sessions. Although teens (under 18) are not legally afforded the right of confidentiality of information from their parent(s), and although I explain the limits of confidentiality to teenage patients, I do ask your indulgence (for the sake of a trusting, therapeutic relationship) in allowing

me to be free to use my clinical discretion about what to report to you and when, rather than a tit-for-tat, blow-by-blow report after each session or after any particular disclosure. If you are not willing to allow me this discretion, I trust you will discuss this openly with me.

Patient Rights:

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of PHI (Protected Health Information). These are detailed in the attached Notice.

Insurance

I am an Out of Network provider and will provide you with documentation to submit to your insurance company for Out of Network benefits. Please contact your insurance company to determine the scope of your Out of Network benefits prior to scheduling an appointment. Some clients choose to use Flexible Savings Plans or Health Savings Plans for services.

Health Insurance and Managed Care Information:

Health insurance is a contract for reimbursement between you and your insurance company. If you desire to file an insurance claim, you will receive an invoice to file directly with your insurance company. It contains all information necessary for filing your insurance. Simply attach it to your claim form.

Most health insurance companies will reimburse you for a portion of my psychotherapy service. However, insurance reimbursement for counseling varies by each company and each plan. It is impossible to know your copayment without calling your insurance company. You must personally call your insurance claims department and your company benefits supervisor to understand the specifics of your mental health coverage.

Some clients are covered by a managed health care plan that requires pre-authorization of any service provided. These plans usually require that you pay a co-payment for each visit after paying your yearly deductible. If you choose to use these benefits, it is very important that you follow your company's rules for contacting the managed care company (which is usually different from your insurance company). Call the managed care company before starting counseling or immediately after the first session. Failure to follow the rules will result in your insurance company refusing to reimburse you for my services, and you will have to pay the full amount instead. Call them to know for sure! These plans are sometimes limited to short-term treatment approaches designed to resolve specific problems that interfere with a person's usual functioning. It might 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.

Your contract with your insurance company requires that I release information about the service that I provide. This information includes a diagnosis indicating that you have an "illness," and I may be required to explain how the "illness" affects your daily life, treatment goals, and treatment approaches. Occasionally, a copy of your entire Clinical Record will be requested. I release the minimum information that is necessary for the purpose requested. This information will become a part of the insurance company files. All insurance companies claim to keep such information confidential. Once information leaves my office, however, I have no control over what is done with it. In all likelihood, a computerized record will result and become part of your permanent insurance record and a national medical information databank. These records are available to other insurance companies.

Once you have information about your insurance coverage, we can 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. If you have concerns about using your insurance to pay for my services, I will be happy to discuss with you the benefits of not using insurance coverage.

Complaints:

If you are dissatisfied with my services for any reason, please let me know. If I am not able to resolve your concerns, you may report your complaint to the Texas State Board of Examiners of Psychologists, 333 Guadalupe, Suite 2-450, Austin, TX 78701, or phone (512) 305-7700.

Non-Group Disclaimer:

Our clinicians at this office share common office space and business expenses, and a common goal to make a difference. We are not, however, a group practice, but operate independent businesses. We have different specializations and approaches to patient care. Each clinician is responsible for her/his specific clinical decisions and business practices. Questions about Dr. Conlon's clinical or business issues should be addressed to Dr. Conlon. Additional information can be obtained from the web site: www.ConlonPsychServices.com.

Notice of Psychologists' Policies and Practices

To Protect the Privacy of Your Health Information

This notice describes how confidential psychological and medical information about you may be used and disclosed under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. It also describes how you can get access to this information. Please review it carefully. Feel free to ask questions about any aspect of this notice.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations Requiring Consent

- I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent, which you give by signing the Agreement form. "PHI" refers to information in your health record that could identify you. "Use" applies only to activities within my office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you. "Disclosure" applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.
- Treatment is when I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
- Payment is when I collect fees from you for your healthcare. Another example of payment is when I disclose your PHI to your health insurer so that you can obtain reimbursement for your health care or to determine eligibility or coverage. Most of the time, you will be the one communicating with your insurance company.
- Health Care Operations are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- If a patient seriously threatens to harm herself/himself, I may be obligated to seek hospitalization for her/him, 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. By signing the Agreement, you provide consent for me to contact family members or others if I determine it necessary for your safety.

II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate Authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment and health care operations, I will ask you to sign an Authorization to Release (or to Exchange) Confidential Information (an Authorization) before releasing this information. I will also need to obtain an Authorization before releasing your psychotherapy notes. "Psychotherapy notes" are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such Authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an Authorization to the extent that (1) I have relied on that Authorization; or (2) the Authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures Requiring Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- Health Oversight: If a government agency requests information for health oversight activities, I may be required to provide it.
- Legal Defense: If a patient files a complaint or lawsuit against me, I may disclose relevant information in order to defend myself.
- Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and I will not release information without written authorization from you or your personal or legally appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- Worker's Compensation: If a patient files a worker's compensation claim, I may disclose records relating to diagnosis and treatment to the employer's insurance carrier.

I am legally obligated to disclose PHI without your consent or authorization when I believe it is necessary to protect others from harm:

- Child Abuse: If I have cause to believe that a child has been, or may be, abused, neglected, or sexually abused, I must make a report of such within 48 hours to the Texas Department of Protective and Regulatory Services, to the Texas Youth Commission, or to any local or state law enforcement agency.
- Adult and Domestic Abuse: If I have cause to believe that an elderly or disabled person is in a state of abuse, neglect, or exploitation, I must immediately report such to the Texas Department of Protective and Regulatory Services.
- Serious Threat to Health or Safety: If I determine that there is a probability of imminent physical injury by you to yourself or to others, or there is a probability of immediate mental or emotional injury to you, I may disclose relevant confidential mental health information to medical or law enforcement personnel.

IV. Patient's Rights and Psychologist's Duties

Patient's Rights:

- Right to Request Restrictions –You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.
- Right to Receive Confidential Communications by Alternative Means and at Alternative Locations – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, I will send any mailings to another address.)
- Right to Inspect and Copy – You have the right to inspect or obtain a copy (or both) of PHI and psychotherapy notes in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI or psychotherapy notes under certain circumstances, but in some cases you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- Right to an Accounting – You generally have the right to receive an accounting of disclosures of PHI for which you have provided neither consent nor authorization (as described in Section III of this Notice). On your request, I will discuss with you the details of the accounting process.
- Right to a Paper Copy – You have the right to obtain a paper copy of this Notice from me upon request, even if you have agreed to receive the notice electronically.

Psychologist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will notify you by mail, if requested, or at our next scheduled session.

V. Patient Records

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. (You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record.) 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. In most circumstances, I am allowed to charge a copying fee of \$2.00 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request.

VI. Complaints

- If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact me at 281-944-5588 for further information.
- You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services, Office of Civil Rights, 200 Independence Ave., S.W., Washington, D.C. 20201, or phone 877-686-6775.

VII. Effective Date

This notice will go into effect on **January 15, 2016**.

PLEASE SIGN BOTH SECTIONS:

Your signature below indicates

Yes, I have **received** a copy of Dr. Conlon's

1. Office Practices and Agreement
2. Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information (HIPAA Notice).

Signature: _____ Date: _____

Printed Name: _____ Relation to patient: _____

Your signature below indicates

Yes,

1. I have **read** the Office Practices and Agreement, and
2. I **agree** to its terms.

Signature: _____ Date: _____

Printed Name: _____ Relation to patient: _____
