

INFORMED CONSENT FOR PSYCHOLOGICAL SERVICES, PATIENT SERVICE AGREEMENT & OFFICE POLICIES

MELISSA HUY, PH.D, Inc.
Licensed Clinical Neuropsychologist
Lic. #: PSY 18078
4811 Eureka Avenue, Suite G-4, Yorba Linda, California 9288
(714) 936-0528 DrMelissaHuy@Gmail.Com

INFORMED CONSENT FOR PSYCHOLOGICAL SERVICES

This form provides you, the client, with information that is additional to that detailed in the Notice of Privacy Practices and is subject to the HIPAA preemptive analysis.

CONFIDENTIALITY: All information disclosed within sessions, in written communications (including emails and text messages), phone conversations and written records pertaining to those sessions and between session communication are part of the medical record and therefore confidential. They may not be revealed to anyone without your (the client's) consent, except where disclosure is required by law. Situations that may require disclosure required by law include known or suspected child, dependent or elder abuse or neglect; where the client is a danger to self, to others, to property or is gravely disabled or when clients family members communicates to Dr. Huy that the client presents a danger to self or others. Disclosure may also be required pursuant a legal proceeding by or against you.

If there is an emergency during our work together, or in the future after termination where Dr. Huy becomes concerned about your personal safety, the possibility of you injuring someone else or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided as your emergency contact person.

I have been informed and understand that information conveyed to Melissa Huy, Ph.D., is confidential except in the following situations according to California State Law:

- a) If I/my child communicate(s) to Melissa Huy, Ph.D., that a serious threat to harm an identifiable person is intended, we must warn the identified person and the police;
- b) If, Melissa Huy, Ph.D., suspects child abuse or neglect, or abuse of a helpless adult or elder, a report must be made to the appropriate agency; and
- c) If I/my child appear(s) to be a danger to my/him/herself or others, hospitalization may be necessary.

Litigation and Confidential Information

I understand that:

- a) Information and records, otherwise confidential, or testimony concerning me/my child must be provided in the event of a court order;
- b) In litigation or official proceedings, information and records, otherwise confidential, or testimony concerning me/my child may have to be provided in limited circumstances without my specific consent, in accordance with applicable law.

E-MAILS, CELL PHONE, COMPUTERS AND FAXES: Please note that e-mail, cell phone and fax communication can be accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Dr. Huy's computer is equipped with a firewall, a virus protection and a password and e-mails are not encrypted. Please notify Dr. Huy if you decline the use of all or any of the communication devices discussed in this paragraph. If you communicate confidential or private information via email and or text messaging, Dr. Huy will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters via email and or text messaging. All non emergent calls and messages will be returned as soon as possible during the working hours. Please note, if your message (email or phone message) has not been returned in 24 hours please call back as there may have been an error in the recording of your message. Messages are not regularly checked on the weekends or after hours.

Dr. Huy will notify you when she is out of town and as needed an on call psychologist will be available. If you contact this on call psychologist you are agreeing to waive confidentiality between Dr. Huy and the on call psychologist.

EMERGENCY: Please do not email or fax emergencies. For psychiatric emergencies go to your nearest emergency room or call 911.

CONSULTATION: Dr. Huy consults with other professionals regarding her clients; however, clients identify remains completely anonymous, and confidentiality is fully maintained.

NOTICE OF PRIVACY PRACTICES

PLEASE READ THE FOLLOWING CAREFULLY AS IT DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED.

Privacy practices:

We are obligated by law to safeguard your health information. We may only disclose your health information under the following condition:

1. For Treatment:

We may need to communicate with other health care professionals about you¹. This communication would be in the service of improving our understanding of you and your health. Prior to disclosing information about you, we will obtain your specific and written consent to do so.

2. For Payment:

We may need to disclose your health information for billing and collection activities. At times, insurance companies wish to review detailed information about our services. We will disclose only the information needed to procure payment for services rendered.

3. For Office Purposes:

We need to share your health information without our clinic office staff. Our administrative staff is instrumental to billing, record review, and quality care management. We may also have someone in the office make reminder appointment calls or call to reschedule an appointment. If you do not want to be contacted for appointment reminders or changes in appointment times, please provide alternative instructions in writing.

The following are conditions which your health information may be disclosed without your authorization:

1. When we are required to do so by law. This would occur whenever abuse, neglect, or domestic violence is suspected.
2. For public health activities, as required by Federal or State law.
3. During judicial and administrative proceedings, as requested via a court order, subpoena discovery request, or other lawful process.
4. For law enforcement activities, such as identifying or locating a suspect, fugitive, material witness or missing person, or reporting crimes in emergencies, or reporting a fatality.
5. When relating to survivors of patients who have died.
6. To avert a serious threat to your health and safety, or the health and safety of another.

Your Rights Regarding Your Health Information:

You have the right to view and obtain copies of your health information within our clinic. You must make this request in writing. Under certain circumstances, we may deny your request. If this occurs, we will provide you with the reasons for this denial. You will not be charged more than \$.25 per page for a copy of your health information.

You have the right to request limits on the uses and disclosures of your health information. If we do not agree on these limitations, a rationale will be provided to you in writing.

You can choose how your health information is sent to you. Some individuals prefer regular mail. Others prefer email or alternative delivery options.

You have a right to know to whom we have made disclosures about your health information.

You have a right to amend your health information.

You have a right to a paper copy of this notice.

Complaints: If you think that your privacy rights have been violated you may contact Dr. Huy at (714) 936-0528 or you may file a complaint to the Secretary of the United States Department of Health and Human Services at 200 Independence Avenue S.W., Washington D.C. 20201. You will not be penalized for filing a complaint.

PATIENT SERVICES AGREEMENT

I am fully responsible for all fees in connection with professional services rendered to me or my minor child/dependent by Melissa Huy, Ph.D. **Patients are expected to pay for each session at the time it is held.**

1. I am fully responsible for all missed appointments or cancellations with less than **48** hours advance notice. A fee equal to the charge for the session scheduled will be charged for each such missed/canceled appointment. **Please note, that insurance companies do not provide reimbursement for missed or cancelled appointments.**
2. Delinquent accounts (those not fully paid within 30 days of date of service or presentation of the first statement/bill) will be subject to a finance charge of 1.5 percent per month or 18.0 percent per year, unless other arrangements are made in writing.
3. If my account is referred for collection through legal channels, I will be responsible for all reasonable court costs and attorney/collection agency fees in connection with such action.
4. If health insurance is involved, the office of Melissa Huy, Ph.D. will provide a superbill which I can submit for possible reimbursement. **I am fully responsible for all fees and charges which my insurance carrier does not cover or pay for.**
5. I authorize Melissa Huy, Ph.D. and her office staff to disclose information about my illness/condition to my insurance carrier for the purpose of processing my claim. This information may include data about my history, diagnosis, and examination findings. I also authorize direct payment of insurance benefits to Melissa Huy, Ph.D. by my insurance carrier.
6. I understand that I have been referred to Melissa Huy, Ph.D. for neuropsychological/psychological evaluation and/or psychotherapy by myself, physician, psychologist, attorney, therapist, or counselor.
7. I have been advised of the costs involved with these procedures and agree to them.

Initial psychotherapy consultation:	\$200.00 per 60-minute session.
Individual psychotherapy:	\$170.00 per 50-minute session.
Family psychotherapy:	\$260.00 per 90-minute session.
Report to referring professional:	\$170.00 per hour.
Phone conversations \geq 15 minutes	\$170.00 prorated hourly rate.
Paperwork \geq 15 minutes	\$170.00 prorated hourly rate.
Bounced checks:	\$25.00 per check.
Neuropsychological/psychological testing	\$220.00-\$500.00 per hour
Scoring/interpretation test data:	\$220.00 per hour.

*Specifically for psychological and neuropsychological report writing, a retainer equal to 3-5 hours, or otherwise specified is due prior to scoring and report writing.

Medical Legal fees and Independent Medical Evaluation fees will be given upon request.

INSURANCE REIMBURSEMENT:

Insurance plans typically provide some coverage for mental health treatment. It is highly recommended that you investigate exactly what mental health services are covered by your insurance policy. Dr. Huy and her staff are happy to assist you in your communication with the insurance company and help make sense of the information you receive. We are also willing to call your insurance company on your behalf and provide a superbill that can be submitted to your insurance company. Please note, that the quote of benefits is never a guarantee of coverage. **I, the patient or guardian of the patient, am fully responsible for all fees and charges.**

OFFICE POLICIES

MEDIATION & ARBITRATION: All disputes arising out of or in relation to this agreement to provide psychological services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party by agreement of Dr. Huy and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that the mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Orange County, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Huy can use legal means to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

TREATMENT PLANS: Within a reasonable period of time after initial consultation, Dr. Huy will discuss with you her working understanding of the problem, treatment plan, therapeutic objectives and her view of possible outcome of treatment. If you have questions about your treatment please ask. You are also encouraged to ask about other treatments for your condition and risks and benefits.

TERMINATION: As set forth above, Dr. Huy will assess if she can be of benefit to you. Dr. Huy will not continue to see patients she does not, in her opinion, think she cannot help. In such case, she will give you referrals for you to contact. If at any point during treatment, Dr. Huy assess that she is not effective in helping you make therapeutic goals or that you are non-compliant she is obligated to discuss it with you and if appropriate, to terminate treatment. In such a case, she will provide referrals as appropriate. If you request and authorize in writing, Dr. Huy will talk to the psychotherapist of your choice in order to help with transition.

DUAL RELATIONSHIPS: Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Dr. Huy's objectivity, clinical judgment or can be exploitative in nature. Yorba Linda is a small community and many clients know each other and Dr. Huy from the community. Consequently you may bump into someone you know in the waiting room or into Dr. Huy out in the community. Dr. Huy will never acknowledge working with anyone without their written permission. Dr. Huy will discuss with you, her client(s), the often existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Please discuss any questions or concerns you may have regarding dual relationships.

I have read the above Informed Consent for Psychological Services, Patient Service Agreement and Office Policies carefully (total 6 pages including this page). I understand them, agree to comply with them, and am voluntarily entering myself or my child into therapeutic relationship with Dr. Melissa Huy:

FOR ADULT CLIENT(S)

Client Name (print)

Client Signature

Date

Client Name (print)

Client Signature

Date

FOR CHILD CLIENT:

Child's Name (print)

Signature if over age 12

Date

Parent/Guardian Name (print)

Parent/Guardian Signature

Date

Parent/Guardian Name (print)

Parent/Guardian Signature

Date