

# **KAREN TRUESDELL BIERMAN, PHD, PC**

LICENSED PSYCHOLOGIST

160 Creekside Park, Suite 202

Bulverde, Texas 78163

Telephone: (830) 438-9211; Facsimile: (830) 438-7585

Email: [kbier1334@yahoo.com](mailto:kbier1334@yahoo.com)

This Service Agreement provides you with important information regarding the professional services and business policies of Dr. Karen Truesdell Bierman. Please read it carefully. We will be pleased to discuss any questions you may have. **Prior to initiating services, you will be required to sign the last page of this document and return it to Dr. Bierman indicating that you have read and understand our service agreement.** The Service Agreement is subject to amendment. You will be informed of any changes and given the opportunity to review and approve them. You may request a copy of this agreement for your records.

## **PSYCHOLOGICAL SERVICES, AN OVERVIEW**

In general, psychological services include a variety of activities and services in which psychologists become professionally involved with individuals, families and groups. In our practice, Dr. Truesdell Bierman specializes in providing evaluation and treatment services to individuals and families, primarily on an outpatient basis. This includes, but is not always limited to, the evaluation of children and adults, psychotherapy, and consultation with individuals as well as some litigation services related to court matters. Our practice is primarily clinical services. If your referral to us is for a matter that is not related to a court proceeding, please carefully review the section on clinical services below.

Dr. Truesdell Bierman also does forensic/consultative work as well. If you have been referred by a court order or for a court-related matter, please carefully review the section on forensic services below and the "Statement of Understanding". You will also be required to sign Addendum I.

## **CLINICAL SERVICES**

Individuals and families who experience problems often realize they or a loved one are experiencing some distress but often do not know what has caused the problem or how to resolve it. The first step for them is to seek or be referred for clinical services. The first step for the psychologist is to engage in an intake process in which the problem(s) can be identified, assessed, understood and a treatment plan created. Dr. Truesdell Bierman's normal practice is to first conduct an evaluation, which may require several sessions. During this time, she will obtain information from you primarily through interviews. If helpful, she may need to obtain records from other individuals and care providers and/or schedule psychological testing if that is indicated. If psychological testing is warranted, she will explain the tests to you at the time of the evaluation. By the end of the evaluation, she will be able to offer some initial impressions of her understanding of your situation and make recommendations regarding a course of treatment that will be

summarized in a Treatment Plan aimed at assisting you in resolving your problems and/or distress.

With the information she provides to you and by your own assessment, you should decide whether or not you are comfortable working with her, which is a very important consideration. Therapy involves a large commitment of resources to include your time, money, and energy, so you should be careful about the therapist you select. If you have any questions about her approach or assessment, Dr. Truesdell Bierman will discuss them with you. If your doubts persist and she or you feel that a second opinion or different treatment course would be more helpful, Dr. Truesdell Bierman will be happy to discuss the matter with you and/or assist you in securing a consultation with another mental health professional, if necessary.

### **Psychotherapy**

Psychotherapy is not easily described in general statements. It varies depending on the personality of both the therapist and the patient and the particular problems which one is experiencing. There are a number of different approaches, which can be utilized to address problems effectively. However, it is not like presenting yourself to a medical doctor and having him do all the work. Therapy is an interactive treatment process, which requires a very active effort on both of our parts. In order to be most successful, you will have to work both during our sessions and at other times in between sessions. Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable levels of unpleasant feelings. It may require recalling unpleasant aspects of your life history. Psychotherapy has also been shown to have benefits as it often leads to a significant reduction of feelings of distress, improved relationships and contributes to the resolution of specific problems. However, there are no guarantees of potential outcome.

In individual therapy Dr. Truesdell Bierman will meet with you (or your child) in 50-minute sessions, usually on a one-time per week basis. While other family members may or may not have input into the sessions as you request, they are primarily individual sessions. We find that once the therapeutic process begins, one to two sessions per week are generally beneficial and sufficient, although there are situations, which call for more/less frequent contact. If your needs are for more frequent sessions, please let us know so that we may address your needs and/or modify our treatment plan.

### **Marital Therapy**

In marital therapy, Dr. Truesdell Bierman will initially counsel with you and your spouse individually and/or jointly. These sessions may alternate at first depending on your particular needs as a couple, your needs as individuals and the progress that is made. It is often helpful to have individual and joint sessions in a single week. The usual goal is to move toward joint sessions on a once week basis during which the marital distress will be addressed from the couple's perspective. If individual therapy for one of the partners is indicated Dr. Truesdell Bierman will apprise you of this assessment, and will discuss modifying the treatment plan. Information obtained in individual sessions is not revealed unless you authorize Dr. Truesdell Bierman to tell your partner. Information obtained in

joint sessions generally can not be released without authorization by both individuals. Please see the section on confidentiality.

### **Family Therapy**

In family therapy, one or more family members may be seen in a single session, or in a longer session divided into segments to address both individual family members needs as well as the overall family's needs. Often, assessments of each family member needs precede the beginning of family services.

### **FORENSIC SERVICES**

Dr. Truesdell Bierman may be involved in matters having to do with the court system. If you have been referred for a court-related matter, you will be provided an “Informed consent” form. Please ask a staff member if you have not been provided this form.

When Dr. Truesdell Bierman is asked to provide forensic services, she ordinarily attempts to obtain appointment as the court’s independent expert, rather than an expert who is regarded as testifying on behalf of one party or the other. Even when she is unable to obtain court appointment as an independent expert, and she nevertheless agrees to work for one party, she still must abide by professional rules of practice of the Texas State Board of Examiners of Psychologists. Those rules require her to honor a standard of clinical and scientific objectivity in all aspects of her work, and to consider the potential impact of her opinions and recommendations on all persons who are directly involved in and affected by our consultation.

Aztec Behavioral Health requires advance payment in full for forensic services. Payment for services does not guarantee that Dr. Truesdell Bierman’s findings and opinions will be favorable to the person requesting services. It is possible that, in adhering to professional standards, she will be required to state opinions that may be contrary to the objectives or desires of the person requesting forensic consultation. Persons seeking forensic consultation must understand and acknowledge that fees are due and payable, even if Dr. Truesdell Bierman does not support the position of the person requesting services.

### **APPOINTMENTS**

Patients are seen by appointment only. Appointments are generally scheduled for one fifty minute session (each appointment hour is fifty minutes in duration) per week at a mutually agreed upon time. Sometimes sessions may be longer or shorter or more or less frequent depending upon the nature of the problem and your needs. We will discuss these matters as needed.

Aztec Behavioral Health values time commitments and plans to begin and end your sessions on time. However, due to emergencies or other patient care matters, Dr. Truesdell Bierman may be delayed. We ask you to be patient during these times. If this ever becomes a problem for you, we can discuss scheduling sessions at a more convenient time. We also ask your patience and assistance regarding small children. It is not advisable to bring small children (who are not the focus of treatment) into therapy

sessions. This office disclaims all responsibility and liability for unattended patients or guests. While we try to accommodate you as much as possible, please make arrangements for childcare outside of the office when you have an appointment.

As noted above Dr. Truesdell Bierman is involved in forensic work, which requires her attendance in court. Usually court appearances are scheduled in advance. There are times when Dr. Truesdell Bierman is called to testify without advance notice. We will try to contact you and reschedule your appointment. To do so, Aztec Behavioral Health requires current telephone numbers where you can be reached.

The regular office hours are from 9:00 a.m. until 5:00 p.m. Monday through Thursday. Office hours are available on some Saturdays by special agreement with Dr. Truesdell Bierman and subject to additional fees as provided for below.

### **PROFESSIONAL FEES**

Once an appointment is scheduled, you hereby agree to pay for it unless you provide at least 24 hours advance notice of cancellation (cancellation for Monday must be made 72 hours prior; by the close of the day on the Friday preceding a Monday appointment). Additionally, if you schedule court time (such as for forensic purposes), we require a 2 day (48 hour) notice. Feel free to discuss this issue with a staff person or Dr. Truesdell Bierman. Aztec Behavioral Health been advised by some insurance companies that they will not pay for missed appointments. You will be billed personally for missed appointments.

Aztec Behavioral Health's fees vary according to the type of service that is provided. The following schedule of fees can only be modified in writing attached to this agreement.

1. The hourly fee for individual, family or marital outpatient therapy is \$150.00 per hour.
2. The hourly fee for court related services or any service associated with pending or possible litigation is \$225.00 (*see ADENDUM I*)
3. Any communication (*including but not limited to, in person, by telephone, by email, by voice mail or otherwise*) with Dr. Truesdell Bierman, other than during a scheduled appointment during regular office hours, and which communication is determined by Dr. Truesdell Bierman to **NOT** be a bona fide emergency, will be billed at 1 ½ times the regular hourly fee for the type service rendered.
4. Scheduled appointments at any time other than regular office hours provided solely for the convenience of the patient (*e.g. a Sunday, after or before regular office hours*) will be billed at 1½ times the regular hourly fee for the type service rendered.
5. Telephone consultations, that are not an emergency, at any time other than regular office hours provided solely for the convenience of the patient will be billed at 1½ times the regular hourly fee for the type service rendered.
6. Psychological testing is charged separately by the test taken as opposed to the time it takes to administer or score the test. Fees for psychological tests generally are between \$25.00 and \$100.00 each but can be more. Individually

administered tests are charged by the time it takes the examiner to administer and score/interpret them.

7. Court ordered evaluations are \$225.00 per hour.( *see ADENDUM I*)
8. Hourly fees for courtroom testimony and depositions are \$325.00 per hour.(*see ADENDUM I*)
9. You will be charged at the appropriate rate for other services such as: preparing reports or narratives; phone conferences, e-mail responses, attendance at meetings or consultations with other professionals; travel time and out of pocket costs; review of records and preparation time required to perform any of the above listed services.
10. You will be charged for my time if you or any representative of you (attorneys) calls or writes me a letter that requires a response.
11. You may become involved in litigation and may require my participation even though you did not originally contract for those services. You will be billed the fee applicable for that service for the professional time required. (*see ADENDUM I*)
12. Should Dr. Truesdell Bierman and/or her custodian of records be subpoenaed by any party and/or by a court order initiated by any person to appear at a trial, hearing or deposition to give testimony and/or records or other related information concerning the services performed under this contract, you will be billed for and be required to pay the fees specified above regardless of who obtained the court order and/or subpoena and regardless of whether such person is adverse to you and/or your position in the matter being litigated. (*see ADENDUM I*)

### **BILLING AND PAYMENTS**

**You will be expected to pay for each session at the time of the appointment.** You may pay by check, money order, credit card, or cash. If, in the sole discretion of Aztec Behavioral Health, you are billed monthly, payment is due upon receipt of the statement for services. Services for children will be billed to the parent(s) who contracts with Aztec Behavioral Health. If parents are sharing a bill, only the contracting parent(s) will be responsible for payment. In a situation where both parents of a child have signed a contract, the parent that schedules and brings the child to the appointment will be responsible for the payment of that appointment. Any contribution from a parent that has not contracted with Aztec Behavioral Health will be the sole responsibility of the contracting parent. A record of payments is available upon request.

If your account is more than 60 days in arrears and payment arrangements acceptable to Dr. Bierman have not been made, Dr. Bierman will refer the account to its attorneys for appropriate action. If such legal action is necessary, the costs of bringing that proceeding will be included in the claim.

PLEASE NOTE, information pertinent to any such claim or action in most cases would be the name, the nature of the services provided, the amount due and perhaps correspondence about the bill in question. No confidential information will be revealed.

## **INSURANCE REIMBURSEMENT**

Some insurance carriers will pay in part for psychotherapy and/or psychodiagnostic evaluation services. If you have a health benefits policy, it will usually provide some coverage of mental health services. For your convenience we will provide you with a statement with all the necessary information so you may submit it to your insurance carrier.

However, you and not your insurance company are responsible for full payment of services. It is your responsibility to determine exactly what type of mental health services your insurance policy covers. Litigation services usually are not covered by most plans. Moreover, services required to complete a forensic evaluation may be at a service interval or frequency that exceeds policy limits even if some coverage applies.

You will be responsible for payment of these services even if your carrier declines, disallows or denies coverage.

Dr. Truesdell Bierman makes no representations regarding coverage or scope of coverage under any policy of insurance. All payments under this agreement are the responsibility of the contracting parties.

You should carefully read the section of the policy that describes mental health services. If you have questions, you should call your insurance carrier and inquire. Because you are the policyholder, your insurance company is more responsive to you than they are to Aztec Behavioral Health. We invite you to question them about coverage they allow for mental health services and we will assist you whenever possible.

The escalation of health care costs has resulted in a high level of complexity about insurance benefits. This often makes it difficult to determine exactly how much mental health coverage is available. Managed Health Care Plans such as HMO's and PPO'S often require advance authorization before they provide reimbursement for health services. These plans are often oriented towards short-term treatment approach designed to resolve specific problems that are interfering with one's level of functioning. It may be necessary to seek additional approval after a certain number of sessions. It is our experience that while significant improvement can be accomplished in a short amount of time in therapy, many patients feel that more services are necessary even after your insurance benefits expire. In order for us to set realistic goals and priorities for treatment and other services, it is essential that you evaluate what resources you have available to pay for your treatment or services.

You should be aware that most insurance agreements require you to authorize us to provide a clinical diagnosis. In some occasions, the company will require additional clinical information (such as a treatment plan or treatment summary). In some cases companies require the entire clinical record. This information will become part of the insurance company files and in all probability, some of it will be computerized. All

insurance companies claim to keep such information confidential, but once it is in their hands, Dr. Bierman will have no control over what they do with it.

By entering into this agreement, I acknowledge that Dr. Truesdell Bierman and/or their agents have made no representations to me concerning coverage under any insurance agreement. With the exception of coverage provided under some Blue Cross/Blue Shield policies that provide benefits for the services provided by Dr. Truesdell Bierman: I understand that if I have insurance, it is my responsibility to arrange for any applicable coverage with my insurance company. I understand that neither Dr. Truesdell Bierman and/or their agents have any duty or obligation to seek payment for services from my insurance company nor to comply with any requirements imposed on them by my health insurer to process or substantiate claims made under my policy. I understand that I will be required to pay for all services whether or not coverage is extended and/or declined by my carrier. I understand that services that are part of the evaluation and any subsequent litigation procedures may not be covered by my insurance carrier. Extended interview periods, extra or special testing requirements, parental-child observations, home and school visits, review of documents, travel, consultations with attorneys and others, testimony and other special requirements for this type of assessment are often excluded by insurance companies.

#### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

This Service Agreement and the accompanying Notice form contain summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new rights for patients 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 we 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 next 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.

#### **TELEPHONE CONTACT**

Dr. Truesdell Bierman is often not immediately available by telephone. While she is usually in the office between 8:30 a.m. and 5:00 p.m., she does not usually take telephone calls when she is with a patient. You are encouraged to leave a message for her or a staff member to return your call. If you are experiencing an emergency, please let the person answering the telephone know when you call and we will give you priority. Generally, we will make every effort to return your call on the same day you make it, with the

exception of calls made late in the afternoon, evening, weekend and holiday calls. We will, of course, return all emergency calls (defined as a matter of life or death) as soon as possible. All emergency calls are charged at the hourly rate. When Dr. Truesdell Bierman is unavailable in the office, the telephone is answered by an office staff member or an answering service that has instructions to contact her in the event of an emergency only. This prevents her from taking the call when someone may simply want to reschedule an appointment or address other matters that do not require her immediate attention or may be handled more efficiently by another staff member. In the event of an emergency, if you cannot reach her and you cannot wait for her to return your call, you should call your family physician or the emergency room at the nearest hospital and ask for the psychologist or psychiatrist on call.

On those occasions when Dr. Truesdell Bierman is out of town or away from the office and cannot take calls, another professional will be on call. If another colleague is on call, that person will be contacted by the answering service.

Dr. Truesdell Bierman does have an e-mail address, which is available. However, psychotherapy cannot be conducted by e-mail. Appointments can not be scheduled or canceled by e-mail. Most advice/suggestions cannot be given by e-mail. Lengthy e-mails, if they are read or responded to will be charged at the appropriate hourly rate. Please do not assume that any e-mail sent will be read immediately as there are times when Dr. Truesdell Bierman is out of the office for several days at a time. She does not check e-mail when she is not in the office.

#### **MINORS/DEPENDENT CHILDREN**

Parents may authorize psychological services for their minor children. Dr. Bierman requires that a parent or guardian sign as the responsible party authorizing service for their child. The rights, duties and privileges of a parent are shared equally by a child's biological parents unless modified by Court Order. During divorce proceedings and divorce actions, parents are often designated as conservators of the dependent children. The rights to seek certain services are stipulated in temporary orders, final divorce decrees and other orders of the Court, but generally one must be designated as a Sole Managing Conservator or Joint Managing Conservator in order to seek and obtain psychological services for a dependent child in non-emergency situations. If these situations apply to you, please provide documentation or a statement regarding your conservatorship status, prior to my providing services to your child (see statement at the end of this form). In some instances, the Court may order the evaluation or treatment of a child even if you are designated as a Possessory Conservator and would normally not have the necessary rights to seek treatment except in an emergency. Please consult your divorce decree and/or provide it to me so that we may make a copy of the Order.

Notwithstanding your presentation of an order or decree to Dr. Truesdell Bierman and/or members of her staff, compliance with such orders or decree is the sole responsibility of the parent and all questions concerning obligations, duties, powers and consent under such orders or decree should be directed to your attorney. By entering into this agreement the parent represents that they have full authority to do so and have obtained

the consent of the other parent to do so, as may be required in the decree and/or orders. By entering into this agreement, the parent agrees to keep the other parent fully informed as to the services provided to the minor child to the extent required by the orders or decree.

Generally, stepparents cannot authorize treatment of their non-biological child, but after authorization is provided a responsible adult may transport the child and participate in sessions with permission of the biological parent.

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. For children between 16 and 18, because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to request an agreement from the patient and his/her parents that the parents consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the 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.

### **PROFESSIONAL RECORDS AND CONFIDENTIALITY**

We are required to keep appropriate records of the professional services we provide. Sometimes these records are quite comprehensive and other times short hand renditions of our sessions. Because these records contain information which can be misinterpreted by someone who is not a mental health professional, it is our general policy that patients not are provided them for review. By request, we will provide you with a treatment summary (explanation) either verbally or in written form. There will be an additional charge for a written narrative. Other professionals at times, request records. There is a \$50 charge for copying regular records. Extensive records can be copied for 65¢ per page.

In general, law protects the confidentiality of all communication between a patient and a psychologist. In these situations, we can only release information to others about you and your treatment or services (or treatment or services provided at your request to your minor child or other legal dependent) with your written Authorization on a form that meets certain legal requirements. We will ask you to execute a Release of Information form if you desire information about yourself to be released. This release is in force for a period of 90 days but may be rescinded by you at any time. Additionally, if you require information from other caregivers, we will ask you to execute a similar **Release of Information**.

Here are some exceptions to the confidentiality rule: (*please consult your attorney on all matters of confidentiality*)

1. In some judicial proceedings, you have the right to prevent us from providing any information about your treatment. However, in some circumstances (such as child custody matters and proceedings in which your emotional condition is an important element), a judge may require Dr. Truesdell Bierman's testimony. This could happen if the judge determined that resolution of the issues before the court demanded that information or you might be required to waive those rights to proceed in those matters.

2. Also, attorneys can request that the court order us to turn over particular treatment records in your file or the entire contents of your Clinical File and Psychotherapy Notes. It is our understanding that we are obligated to obey court orders.

3. If you are involved in a legal proceeding and desire not to consent to our release of information requested by an attorney, you should advise us of this, and you additionally must inform your attorney and request that your attorney take whatever action your attorney deems necessary and prudent to protect your interests, and keep us informed of the status of any dispute concerning your records and other confidential information related to our services provided to you.

4. There are some situations in which we are legally required to take action to protect others from harm, even though it requires revealing some information about the patient's treatment. If we believe a child, an elderly person, or a disabled person is being abused, we must file a report with the appropriate state agency. If we believe a patient is threatening serious bodily harm to another, we are required to take protective action, which may include notifying the potential victim, the police, or seeking appropriate hospitalization. If a patient threatens to harm him/herself, we may be required to seek hospitalization for the patient, or to contact family members or others who may help provide protection for them.

5. Texas State law provides parents with the right to examine a child's treatment records. We generally provide information on how the child's treatment is proceeding on a routine basis. In fact, we want the parents to be a part of the child's services in most situations. If we feel there is a high risk that the child will seriously harm themselves or another person, we will notify them and the parents of my concern. We will also provide parents with a summary of the child's treatment when it is complete, if requested. Before giving any sensitive Information about the child to the parent, we will discuss the matter with the child and will do the best we can to resolve any objections the child may have.

These situations have rarely arisen in Dr. Truesdell Bierman's practice. Should such a situation occur in our professional relationship, we will make every effort to fully discuss it with you before taking any action.

We may occasionally find it helpful to consult about a case with another professional care provider; this is entirely for your benefit. In these consultations, we will not reveal your identity. The consultant is, of course, also legally bound to keep the information

confidential. If you do not object, we will not tell you about these consultations unless in my professional judgment we believe doing so would be important to our work together. We will note the date and time of any such consultation in your Clinical Record. At other times we may request that we seek a second opinion, or determine that you require or would benefit from the services of another psychologist or therapist, or would benefit from services of a psychiatrist or other medical care provider. In all of these situations, we will discuss these matters with you in advance of any action on my part, and obtain your permission prior to facilitating your referral.

You should be aware that we sometimes practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and 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 other businesses for purposes of tax accounting and computer hardware and software maintenance. We have a formal business-associate contract with these businesses, in which they promise to maintain the confidentiality of 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.

Texas law provides the following instances, where a psychologist can disclose confidential information to others. These are:

1. in disputes involving payment or the collection of fees for mental health services;
2. to other health care professionals involved in the diagnosis, examination or treatment of the client;
3. as needed for licensing or accreditation requirements;
4. a judicial proceeding affecting the parent-child relationship;
5. a criminal proceeding as provided by law;
6. in a judicial or administrative proceeding where the court or agency has issues an order;
7. if a government agency is requesting the information for health oversight activities we may be required to provide it to them;
8. if a patient or client files a lawsuit or professional complaint against Dr. Truesdell Bierman, we may disclose relevant information regarding the patient in order to defend myself;
9. If a patient files a workers compensation claim we must upon appropriate request provide records relating to treatment for which compensation is being sought.

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 danger to yourself and 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, we 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, we are allowed to charge a copying fee as specified elsewhere in this section of the Agreement, and may impose additional administrative charges for copying services. The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your Clinical Record, you have a right of review, which we will discuss with you upon your request.

In addition, we also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless we determine that release would be harmful to your physical, mental or emotional health.

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that we 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 my privacy policies and procedures.

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, which you may have at our next meeting. As you might suspect, the laws governing these issues are quite complex and this is not intended to be a legal opinion. Should you need specific advice on any of these issues, you may benefit from speaking with an attorney.

## **COMPLAINTS TO THE TEXAS STATE BOARD OF EXAMINERS OF PSYCHOLOGISTS**

Any person who believes they have been harmed by any breach of ethical standards or violations of the rules of practice by a licensed psychologist in Texas may file a complaint with the State Board of Examiners of Psychologists. The filing of such a complaint can result in serious consequences for the psychologist, including a private reprimand, a public reprimand, or suspension or revocation of the psychologist's license to practice. We are required by law to inform clients of the availability of the State Board's complaint procedures and post notice of how to contact the State Board in the event you believe there is cause to complain under the psychologist's rules of practice. The legitimate purpose of the State Board complaint procedure is to investigate and resolve actual or suspected rules violations by psychologists.

It is very easy for a consumer of psychological services to file a complaint with the State Board. The State Board investigates each and every complaint thoroughly. It is expensive and burdensome for the psychologist to answer a complaint and present any available defenses to the State Board. Consumers from time to time file such complaints for improper purposes. Even in such instances, the psychologist is required to spend considerable time and money responding to the complaint. Consequently the filing of a State Board complaint should be predicated on the consumer's careful consideration of what may appear to be a potential violation of the psychologists' rules of practice.

Your signing this Service Agreement constitutes your consent and agreement to the following terms. Should you wrongfully file a complaint with the State Board against me, you agree to accept and reimburse my legal fees and any other costs we incur in responding to the State Board concerning your complaint. The wrongful filing of a complaint for purposes of this agreement occurs when, and is evidenced solely by, the State Board either dismissing your complaint, or entering findings establishing that we have engaged in no violation of the psychologist's rules of practice against you or anyone, such as a minor child, on whose behalf you have filed the complaint. You acknowledge that your agreement to reimburse my fees and other costs in the event of a wrongful complaint is a contractual legal obligation for which we may pursue collection as otherwise provided in this agreement for unpaid fees under the section titled "Billing and Payments."

## **THE PERSON RESPONSIBLE**

**The person responsible for payment is required to sign this form. The person responsible for payment will be personally responsible for the payment of all services and expenses prior to or at the time services are provided.**

I understand and agree that I am personally responsible for full payment for all services, prior to or at the time services are rendered, unless other written arrangements have been made.

Should other parties be obligated by agreement or by Court Order to pay a portion of the bill for services, I understand and agree that all of the cost associated with the evaluation will be paid in full prior to the release of any subsequent services and/or reports.

I understand that I will pay any additional fees immediately or within ten (10) days of receipt of a bill. Services will be halted if payments are not made in a timely fashion. Any additional agreement concerning payment for services must be in writing.

**ACKNOWLEDGEMENT OF ADULT REQUESTING SERVICES FOR MINOR CHILD**

If you are seeking services for a minor/dependent child please respond to the following statements, I am requesting psychological services for my minor/dependent child/ren listed below. I am the child's/ren's legal guardian and am permitted by law to authorize evaluation and treatment and services for:

_____	_____
_____	_____

Signed by:

\_\_\_\_\_  
Parent or Legal Guardian

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

YOUR SIGNATURE BELOW INDICATES THAT 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Q. Will I receive a statement or receipt for the charges procedure work? automatically billed to my card?

A. You will receive a copy of the Pre-Authorized Health Care Health Care Form for Form from your health care provider. All authorized charges insurance paperwork. This will appear on your monthly statement, just like any purchase.

insurance payments

doctor or hospital.

Q. What types of health care procedures may I use receives payment from

will bill your account

covered by your

A. You can use pre-authorized payment for every health care and co-payments. visit, from routine check-ups to recurring treatments such your account for as physical therapy, allergy and dental treatments. the amount, frequency

Q. How does the pre-authorized

A. It starts when you fill out a Pre-Authorized your doctor or hospital, along with your

form works two ways:

\* The form can be used to specify that

are to be made directly to your

Once your health care provider

your insurance company, he/she

automatically for any fees not

insurance, including deductibles

\* Or, use the form to automatically bill

recurring visits. Simply specify

and treatment dates on the form.

**ADDENDUM I**

**COURT AND LITIGATION RELATED SERVICES**

In court and litigation related matters, it is the policy of Dr. Bierman to obtain a retainer at or before the first session. This amount varies depending upon the nature and complexity of the case and the amount of time expected to be expended. The minimum retainer unless otherwise indicated in this Addendum I, shall be \$2,500.00. It is understood and agreed that all fees and expenses will be billed monthly against the retainer. If the balance of the retainer should be less than the current monthly charges the person responsible for payment agrees to pay such additional retainers as required Aztec Behavioral Health. Payment of fees, expenses and retainers is a condition of performance under this agreement.

Estimated costs for depositions and court appearances must be paid at least 48 hours in advance. Please discuss this with office staff if there are any questions. All fees in court matters are due prior to the final court hearing unless otherwise specified in writing and attached to this agreement.

**The person responsible for payment is required to sign this ADDENDUM I. The person responsible for payment will be personally responsible for the payment of all services and expenses prior to or at the time services are provided.**

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Signature \_\_\_\_\_ Date \_\_\_\_\_