

Quo Vadis Therapy Center, LLC

Located at Arden Woods Psychological Services
Informed Consent & Agreement to Services
Policies & Notice of Privacy Practices

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Welcome to Quo Vadis Therapy Center, LLC. This document contains important information about the professional services and business policies of Quo Vadis Therapy Center. It also contains information about policies and practices to protect the privacy of your health information. Please read it carefully and discuss any questions you may have with me. When you sign this document, you will be stating that you have been provided with this information, that you understand and agree to the policies and handling of protected health information at Quo Vadis Therapy Center, and that you consent to therapy at Quo Vadis Therapy Center.

Quo Vadis Therapy Center, LLC is the private practice of Joseph W. Pribyl, MA, LMFT, who as an independent contractor with Arden Woods Psychological Services, works independently from all other providers offering professional services in the shared office suite.

Services at Quo Vadis Therapy Center

Psychotherapy

Overview: People often use psychotherapy (therapy) as an effective means to cope adaptively with and/or alleviate stressors and/or their affects for any number of concerns, as well as achieving personal growth. People commonly participate in individual, couples/marital, family, and/or group therapy. Therapy varies depending on the therapist, the client, and the client's particular situations and goals. There are many different methods/models I may use to work with you in your particular situation and assist you in meeting your goals. In order for therapy to reach a desirable outcome, clients will need to commit appropriate time and energy to the therapy process and to work actively on their progress both during and between sessions. It is appropriate to consider therapy as a process since therapy is customarily intended to assist in the change of some cognitive, behavioral, emotional/affective, and/or relational pattern that has been present for, developed, and/or reinforced over a period of time.

There can be benefits and risks with therapy. While positive outcomes with therapy cannot be guaranteed, psychotherapy has been scientifically shown to have benefits that can include better relationships, solutions to specific problems, increased life satisfaction, improved physical/mental health, and significant reductions in feelings of distress. There are no guarantees of what you will experience, but most people do experience symptom reduction with therapy. Risks of therapy may include experiencing uncomfortable feelings like sadness, guilt, anger, anxiety or frustration when discussing aspects of your history. Some people may experience a worsening of symptoms or find that symptoms arise or are exacerbated before improving, either as an isolated occurrence or periodically in the course of therapy. In any such occurrences, it is important that you inform your therapist of your experience so adjustments can be made or other resources are enlisted.

It is important that your therapist is someone with whom you are comfortable working. Initial sessions will involve an assessment of your situation and needs, and we will discuss goals you want to work towards. During this time, we will also develop a better idea of what our work together will be like, which may help us both to determine whether there are additional/other services that I or another professional can provide to you that are sufficient for your needs. If at any time you have questions about any aspect of our work together, please discuss them with me. If you decide that you do not want to continue in therapy with me, please tell me, and I can help you find another therapist or perhaps other appropriate resources if you desire them. It is your right to terminate therapy with me at any time.

Therapy Sessions: After the initial 60-minute intake, follow up sessions are 45-minutes in length. Follow up sessions often occur once per week or every other week at a time on which we agree. If you arrive late for

an appointment, we may only be able to meet for the remaining time of our scheduled 45 minutes, though the full session fee may still apply. Occasionally I will meet clients more or less than once per week if that is consistent with a given need or a treatment strategy on which we both agree. Sessions will occur in my office unless the nature of your concern(s) or situation warrants sessions occurring somewhere other than my office and at a location at which we agree.

If you need to cancel a scheduled therapy session, please do so by contacting me at least 24 hours in advance. If you do not cancel a scheduled appointment with at least 24 hours notice, or if you fail to attend a scheduled session, you will be expected to pay the full fee for that session. If your insurance provider is covering a portion or all of the fees related to my services, many insurance policies will not reimburse for late cancellations or missed appointments, so you may be responsible for all charges associated with such missed sessions even if your insurance ordinarily covers all or a portion of therapy services.

Professional Fees: My fee is \$160.00 for a 60-minute intake session, \$135.00 for a follow-up individual session, and \$150.00 for a follow-up couples or family psychotherapy sessions. Outside of usual therapy sessions, I charge \$120 per hour for "other professional services." However, I will break down the hourly cost into pro-rated 10-minute increments if I provide service for periods of less than full hours. These other professional services include, for instance, report writing, correspondence (other than client-therapist correspondence between sessions, which is addressed below), attendance at meetings or consultations with other professionals you have authorized or I deem necessary, preparation of records or treatment summaries, psychological assessments (cost of assessment materials and interpretation of results will be added to the per hour fee) except where other fees are indicated, and time spent performing any other professional service that you may request. If you become involved in legal proceedings with a third party that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the complexity and difficulty of legal involvement, I charge \$300 per hour for preparation and attendance at any legal proceeding or service pertaining to a legal matter.

Billing and Payments: I accept payment for services I provide by cash, check, or credit card. For clients who use insurance benefits to cover psychotherapy fees, my office will submit claims to insurers (through the billing service provided by Arden Woods Psychological Services). Co-pays are due at the time of service. You agree to pay other fees, such as insurance deductibles and co-insurance at the time of each session or when bills/invoices are provided to you, unless we agree to some other arrangement, otherwise your account will be considered delinquent. You will be expected to pay session fees at the time of service if you're not using insurance benefits. Payment schedules for other professional services will be determined when/if they are requested. Payments for these other professional services will be considered overdue if not made according to the predetermined payment schedule, and your account will be considered delinquent.

If you make a payment by check and your check does not clear due to insufficient funds or any other reason, you will be expected to reimburse me in full for any related bank fees that are incurred as a result in addition to the fee for therapy.

If your account is delinquent, I may retain the services of a collection agency to recover the fees that are owed to me. You will also be responsible for any fees the collection agency may charge for my use of their services, including interest that might be applied to your outstanding balance. I will protect your confidentiality to the extent of only sharing the smallest amount of relevant information to a collection agency that is necessary to allow the agency to collect the fees that are owed (see below for more on your confidentiality). I will attempt to notify you before submitting your account to a collection agency in an effort to avoid having to take this measure.

Insurance Reimbursement: Quo Vadis Therapy Center will submit billing through Arden Woods Psychological Services to clients and/or insurance companies. However, it is your responsibility to contact your insurance carrier and know what services your policy covers. It is your responsibility to pay fees that

that a third party payer does not cover. Third party payers often require that I provide a clinical diagnosis in order to process a claim. Sometimes insurers or third party payers will require that I provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information may become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. You do have the right to pay for my services yourself to avoid situations such as those described above [unless prohibited by contract]. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you give permission to me to provide protected health information to your insurance provider for the processing of an insurance claim or, in any case, to receive reimbursement from a third party payer including a collections agency.

Contacting Me: For all therapy clients, I may not always be immediately available by phone, e-mail, etc. When I am unavailable, calls/messages go to my confidential voicemail/e-mail, which I check regularly. I will make every effort to return your message as soon as possible (usually within 24 hours outside of weekends and holidays). If you are difficult to reach, please leave times you will be available. If you want me to use discretion when calling you or leaving a message for you to avoid others from gaining too much knowledge about your therapy, please let me know in advance. Please also indicate which numbers/addresses/times at which you are comfortable receiving correspondence from me, otherwise I will use such information that is available to me. Please be advised that that by their electronic nature, correspondence by means of telephone, cell phone, e-mail, etc. may not be as secure as face-to-face communications. At times when I will be unavailable for an extended period, I will provide you with the name of a colleague to contact if you need to speak with a professional.

If you are in an emergency situation, you can call me. However, I may not be immediately available, so you are strongly urged to first call the National Suicide Hotline (1-800-273-8255), your local emergency services at 911, or go safely to the nearest hospital emergency room. If you leave a message for me in such situations, I will get back to you as soon as I can, but I may not be able to get back to you immediately in all cases. Therefore, again, you should first call the Crisis Connection, 911, or go to the nearest hospital emergency room.

If you need to correspond (e.g. in person, telephone, letter, e-mail, etc.—I do not correspond by text message) with me outside of your scheduled session/meeting times about therapy-related topics or matters (outside of scheduling a session), I will correspond with you as my schedule permits at no cost for up to 10 minutes once between sessions. All timekeeping will be done by me, and the time it takes me to read and respond to, for example, an e-mail will be counted toward the total time of the correspondence. (Any correspondence that is related to "other professional services" as described previously, will incur fees as indicated above.) If any correspondence lasts more than 10 minutes, you will be charged \$20 for each 10-minute period of time and/or portion of a 10-minute period of time beyond the initial 10 minutes. Any subsequent correspondence between sessions will incur a minimum \$20 fee and \$20 for every 10 minutes or portion of a 10-minute period of time beyond the initial 10 minutes. All fees will be due at your next scheduled session/meeting or as stipulated by me. If a correspondence will go beyond 10 minutes outside of a scheduled session/meeting, your options are to incur the fees, continue the conversation at your next scheduled session, or schedule a session/meeting sooner than what may already be scheduled (my schedule permitting). If it becomes routine that you seek to correspond outside of scheduled sessions/meetings for any length of time when doing so is not part of your treatment plan or a mutual agreement, we may discuss including this strategy in your treatment plan, scheduling sessions/meetings on a more frequent basis, and/or how to better utilize your scheduled sessions/meetings to minimize correspondence between appointments. (Please note that if you do send me a text message, which I ask not be done in general, the same fees for correspondence as described above still apply.)

For any correspondence with an individual or individuals with whom I do not have a formal therapeutic relationship but have what may be considered a professional relationship of some kind whether or not any explicit agreements exist (e.g. someone who has or hasn't attended a 30-minute consultation with me, and is contacting me to receive my professional opinion or to consult with me about a personal matter), the same policies as above will apply unless it's an initial, scheduled consultation of 30 minutes for which there

is a \$30 fee, except that any correspondence of up to 10 minutes will automatically incur a minimum fee of \$20. Then, as above, any portion of all subsequent 10 minute periods of time will each incur a \$20 fee. For example, a 2 minute telephone conversation would incur a \$20 fee; likewise, 23 minutes spent by me reading and responding to an e-mail would incur a fee of \$60. I will correspond as my time permits, though I also reserve the right to refuse such correspondence altogether and/or direct such individuals to another resource. All payment of fees is due as indicated on an invoice I will provide, or at such a time stipulated by me and communicated by me in a manner of my choosing (e.g. in an e-mail, over the telephone, etc.).

Conclusion and Signatures: I reserve the right to change my policies, practices, and procedures described in this document at any time. I will notify you in writing of any significant changes. By signing below you are indicating that you have received, read, and understood the information in this document, you have discussed the contents with me to your satisfaction, and you agree to abide by its terms. If you would like a copy of this document, you can request one from me at anytime.

Quo Vadis Therapy Center, LLC

Notice of Privacy Practices

(In accordance with the Health Insurance Portability & Accountability Act)

Joseph W. Pribyl, MA, LMFT
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This Notice describes how your medical/health information may be used and disclosed, and how you may access this information. Please review it carefully and ask your therapist any questions about this Notice. *Changes in the terms of this Notice can be made at any time, and will apply to all information on record about you. A new Notice will be available upon request, at my office, and on the web site. This Notice is effective as of November 6, 2018*

For purposes of this Notice, the term "medical/health information" is synonymous with the terms "personal health information" and "protected health information" (PHI). PHI essentially means any individually identifiable health information (either directly or indirectly identifiable), whether oral or recorded in any form or medium, that is created or received by a health care provider (me), health plan, or others and relates to the past, present, or future physical or mental health or condition of an individual (you); the provision of health care (e.g., mental health) to an individual (you); or the past, present, or future payment for the provision of health care to an individual (you).

Professional Records: The laws and standards of my profession require that I keep treatment records that contain individually identifiable health information about you. These records are generally referred to as "medical records" or "mental health records." Among other things, this Notice concerns the privacy and confidentiality of those records and the information contained therein; however, I maintain your privacy and confidentiality for non-therapeutic services in a manner paralleling the Health Insurance Portability & Accountability Act (HIPAA) standards for treatment records. You are entitled to examine and/or receive a copy of your records if you request them in writing unless I believe that seeing them would be emotionally damaging. Records can be misinterpreted or misunderstood, especially to people who are not mental health professionals. Therefore, if you want to see your records, I recommend that you review them with me so we can discuss the contents, or I can provide them to a mental health provider of your choice with whom you can review the records. I reserve the right to charge you for the costs of copying (\$.30 per page) and sending your records if you request them. Making these records available may take up to 30 days.

Confidentiality: In general, the law protects the privacy of all communication between a client and mental health professional. I can only release health information about your treatment/services received to others if you sign a written authorization form except when releasing your health information is required for the purposes of treatment, payment, or health care operations (collectively abbreviated as TPO). Federal privacy rules (regulations) allow health care providers (me) who have a direct treatment relationship with the client (you) to use or disclose the client's personal health information, without the client's written authorization, to carry out TPO. I may also disclose your protected health information, without your written authorization, for treatment purposes of another health care provider from whom you are receiving care.

An example of a use or disclosure for treatment purposes: If I decide to consult with another health care provider about your condition, I would be permitted to use and disclose your personal health information, which is otherwise confidential, in order to assist me in the diagnosis or treatment of your mental health condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard because physicians and other health care providers may need access to the full record and/or full and complete information in order to provide quality care. The word "treatment" includes, among other things, the coordination and management of health care among health care providers or by a health care provider with a third party, consultations between health care providers, and referrals of a patient for health care from one health care provider to another.

An example of a use or disclosure for payment purposes: If you seek reimbursement for therapy services from your health insurer, they may request a copy of your health records, or a portion thereof, in order to determine whether or not payment is warranted under the terms of your policy or contract. I am permitted to use and disclose your personal health information in such circumstances, as well as in situations where I may submit claims or charges to be received by a third party (e.g. your insurer or guarantor).

An example of a use or disclosure for health care operations purposes: If your health insurer or some other body performing oversight activities decides to audit my practice in order to review my performance, or to detect possible fraud or abuse, your mental health records may be used or disclosed for those purposes.

Please note: I or someone from my office may contact you to provide appointment reminders/cancellations, follow-ups on your status and/or intent to commence or continue therapy, information about treatment alternatives or other health-related benefits and services that may be of interest to you, and/or to give feedback about quality of service you have received. Your prior written authorization is not required for such contact. Information about you may also be provided for public health or research, though by law many conditions must be met before I can share your information for these purposes—see www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html. Your information will not be sold or used for marketing purposes.

As mentioned above, most uses or disclosures of your protected health information require your authorization, aside from its use in TPO. However, there are other circumstances when your authorization is not required for me to release your health information. The following list provides some examples, including examples where applicable laws require health care providers to disclose protected health information:

- Therapist's duty to warn another in the case of potential suicide, homicide or threat of imminent, serious harm to another individual.
- Therapist's duty to report suspicion of abuse or neglect of children or vulnerable adults.
- Therapist's duty to report prenatal exposure to cocaine, heroin, phencyclidine, methamphetamine, amphetamine or their derivatives, THC, and excesses and habitual use of alcohol.
- Therapist's duty to report misconduct of mental health or health care professionals, or in the event of a complaint or legal process initiated against me.
- Therapist's duty to provide a spouse or parent of a deceased client access to their child's or spouse's records.
- Therapist's duty to provide parents of minor children access to their child's records. Minor clients can request, in writing, that particular information not be disclosed to parents.
- Therapist's compliance with privacy rules, health oversight activities, public health authority, or requests of a medical examiner as authorized by law.
- Therapist's duty to release records if subpoenaed by a court of law.
- Therapist's obligations to contracts (e.g., to employer of client, to an insurance carrier or health plan.)
- Therapist's treatment of individuals being seen under worker's compensation claims.
- Therapist's duty to provide information to military, Veterans Affairs, or other such entities for national security purposes.

The above list is not an exhaustive list, but informs you of many circumstances when disclosures without your written authorization may be made. Other uses and disclosures will generally (but not always) be made only with your written authorization, even though federal privacy regulations or state law may allow additional uses or disclosures without your written authorization. Uses or disclosures made with your written authorization will be limited in scope to the information specified in the authorization form, which must identify the information "in a specific and meaningful fashion." You may revoke your written authorization at any time, provided that the revocation is in writing and except to the extent that I have taken action in reliance on your written authorization. Your right to revoke an authorization is also limited if the authorization was obtained as a condition of obtaining insurance coverage for you. If Minnesota law protects your confidentiality or privacy more than the federal "Privacy Rule" (HIPAA) does, or if Minnesota law gives you greater rights than the federal rule does with respect to access to your records, I will abide by Minnesota law. In general, uses or disclosures by me of your personal health information (without your authorization) will be limited to the minimum necessary to accomplish the intended purpose of the use or disclosure. Similarly, if I request your personal health information from another health care provider, health plan or health care clearinghouse, I will make an effort to limit the information requested to the minimum necessary to accomplish the intended purpose of the request. As mentioned above, in the section dealing with uses or disclosures for treatment purposes, the "minimum necessary" standard does not apply to disclosures to or requests by a health care provider for treatment purposes since health care providers may need complete access to information to provide quality care.

Additionally, my practice may retain contracts/associations such as with office support/billing staff and businesses such as collection agencies. In the event that any information about you must be made available to these other parties for them to execute what I am requesting as it pertains to the services I am providing or have provided to you, I will provide only the minimum of relevant information and emphasize to any third party that all information I share with them must be treated as confidential. As required by federal law, associations/contracts with any such entities include that they promise to maintain the confidentiality of all data.

Further, if your treatment plan or the service I'm providing entails meeting in a public place or location outside of my office, or if in the scope of the service I'm providing others may observe us together or conclude that you are receiving services from me (e.g., someone you know sees you at my office; I leave an appointment reminder for you in a phone message; I send information to you by mail, we meet by chance in public, we are involved in similar activities/event not specifically related to your therapy, etc.), I will make every effort to protect your confidentiality as much as possible. However, please know that it may not be possible to prevent others from learning about our professional relationship in all situations. If there are places and/or times at which you do not want to be contacted, please indicate this to me in writing as well as where/when you prefer to be reached; otherwise, I will use contact information that is available to me.

Your Rights Regarding Protected Health Information:

1) You have the right to request, in writing, restrictions on certain uses and disclosures of protected health information about you, such as those necessary to carry out treatment, payment, or health care operations. I am not required to agree to your requested restriction. If I do agree, I will maintain a written record of the agreed upon restriction. If you pay for a service out-of-pocket in full, you can ask me not to share that information for the purpose of payment or operations with your health insurance. I will honor your request unless a law requires me to share that information.

2) You have the right to receive confidential communications of protected health information from me by alternative means or at alternative locations. For example, you can request that I send any correspondences to an address other than your home address if you don't want a family member to know that you are receiving therapy at my office.

3) You have the right to inspect and copy protected health information about you by making a specific request to do so in writing. This right to inspect and copy is not absolute – in other words, I am permitted to

deny access for specified reasons. For instance, you do not have this right of access with respect to my "psychotherapy notes." The term "psychotherapy notes" means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual's medical (includes mental health) record. The term excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.

4) You have the right to amend protected health information in my records by making a request to do so in writing that provides a reason to support the requested amendment. This right to amend is not absolute – in other words, I am permitted to deny the requested amendment for specified reasons. You also have the right, subject to limitations, to provide me with a written addendum with respect to any item or statement in your records that you believe to be incorrect or incomplete and to have the addendum become a part of your record.

5) You have the right to receive an accounting from me of the disclosures of protected health information made by me going back six years from the date on which the accounting is requested. As with other rights, this right is not absolute. In other words, I am permitted to deny the request for specified reasons. For instance, I do not have to account for disclosures made in order to carry out treatment, payment or health care operations. I also do not have to account for disclosures of protected health information that are made with your written authorization since you have a right to receive a copy of any such authorization you might sign.

6) You have the right to obtain a paper copy of this notice from me upon request.

Please note: If you wish to exercise any of the rights above, please put your request in writing to me. If you wish to learn more detailed information about any of the above rights, or their limitations, I am willing to discuss any of these matters with you as the Privacy Officer of this practice.

Choose Someone To Act for You:

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. I will make sure the person has the authority and/or can act on your behalf before I take any action.

- I acknowledge your privacy rights under applicable state rules and statutes, professional codes of ethics, and HIPAA. If any breach of your PHI were to occur that compromises the privacy or security of your protected health information, I will inform you promptly. If you are concerned that your privacy rights have not been upheld or you disagree with a decision I made about disclosing your PHI, please inform me as soon as possible so we can attempt to resolve your concerns. If you would prefer to speak with someone other than me about any concerns regarding the disclosure of your PHI, you can contact the Office of Mental Health Practice at 2829 University Avenue SE, Suite 340, Minneapolis, MN 55414, or call (612) 617-2105. You can also contact the U.S. Department of Health and Human Services Office for Civil Rights (contact information can be found at <https://www.hhs.gov/civil-rights/index.html>). I will not retaliate against you if you decide you must exercise your right to file a complaint.

Conclusion and Signatures: I reserve the right to change my policies, practices, and procedures described in this document. I will notify you in writing of any significant changes. By signing below you are indicating that you have received, read, and understood the information in this document, you have discussed the contents with me to your satisfaction, and you agree to abide by its terms. While I am not an attorney, please discuss any questions or concerns you have about confidentiality with me at any time. If you have specific legal questions about the laws regarding confidentiality, the exceptions, and how it may relate to your situation, please seek formal legal advice from an attorney. If you would like a copy of this document, you can request one from me at anytime.