

## **OUTPATIENT SERVICES AGREEMENT**

This **OUTPATIENT SERVICES AGREEMENT** (“**Agreement**”) is made by and between Tiffany Mehling, LCSW d/b/a Persist Psych, a sole proprietorship (the “**Practice or Persist Psych**”), Practice’s other clinical practitioners (the “**Practitioner(s)**”), and you (the “**Patient**”) of the Practice (individually, a “**Party**”, and collectively, the “**Parties**”), effective upon the date this Agreement is signed by the Patient.

### **INTRODUCTION**

Welcome to Persist Psych. This document contains important information about the Practice’s psychotherapeutic services for patients (the “**Professional Services or Services**”) as well as the Practice’s business policies. It is important to reach a clear understanding about how the Patient-Practice relationship will proceed and what expectations each Party will maintain. Please read the Agreement carefully. The signing of this document will represent an agreement between you and the Practice.

As a clinical practice, Psychotherapy maintains both risks and benefits that vary depending on the relationship developed between the Practitioner and Patient as well as the particular problems the Patient is experiencing. Psychotherapy requires active participation from the Patient both in appointments between Practitioner and Patient (“**Sessions**”) as well as outside of Practice, as will be detailed by the Practitioner. As the practice of Psychotherapy is based in confidential discussions, Patient may experience uncomfortable emotions, such as sadness, guilt, anger, frustration, loneliness, and helplessness. Conversely, Psychotherapy can lead to beneficial results, such as improvements in relationships, solutions to poignant issues, and reductions in stress and anxiety. Patient should be aware that neither positive nor negative results are guaranteed; each patient experience is unique. Should either Patient or Practitioner determine that their working relationship is no longer beneficial to achieving Patient’s goals, Practitioner may guide Patient toward other resources to achieve Patient’s goals.

#### **1. BILLING AND PAYMENT FOR SERVICES**

You must pay for each Session at the rate determined by the Practice at the time the Session is held unless another payment arrangement is agreed-upon with the Practice. Payment is due at the time Services are rendered and may be paid by check, cash, or credit card. Should you desire your health insurance plan to cover the partial or whole cost of your treatment rather than self-paying for Services rendered, you may submit an itemized bill of your Services from the Practice with a claim form to your insurance company. Practice will not be responsible for submitting or processing insurance claims on your behalf.

##### **a. Professional Fees**

Each one-hour appointment between Practitioner and Patient, which includes 45-50 minutes of psychotherapy (“**Session**”) will be billed at an hourly rate of total \$200 (“**Billable Rate**”). In

addition to the Sessions, the Billable Rate may be charged to your account for additional Professional Services, such as report writing, telephone conversations lasting longer than five (5) minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you have previously requested with the Practice. The Billable Rate shall be adjusted at the Practitioner's discretion for Sessions lasting less than one-hour.

If you become involved in legal proceedings that require the Practitioner's participation, you will be expected to pay a fee of \$250 per hour, including preparation for, transportation to, and attendance of any legal proceedings related to your matter. All fees are subject to change each year. You will be notified of any changes in advance.

**b. Defaulting on a Payment**

If your account has not been paid for more than sixty (60) days and arrangements for payment have not been agreed upon, legal methods may be utilized to secure the payment, including the involvement of a collection agency or the pursuance of a claim in small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, information released will be limited to client's name, the nature of services provided, and the amount due.

**c. Billing Information**

Practice uses TheraNest, a secure practice management software, to process your credit card payments. Practice has all the required agreements in place to ensure that your protected health information ("PHI") is safe and remains confidential. If you have inquiries about your monthly statements or if you have additional questions regarding billing information, you may contact Practice.

**d. Payment & Payment Plans**

All patients are responsible for any and all charges. By signing this Agreement, you are acknowledging that you understand this condition of Service and commit to reimbursing Practice in a timely manner for the Services Practice provides to you, a valued patient.

Practice accepts cash, checks, and all major credit or debit cards (VISA, Mastercard, American Express, Discover Card), as well as Flexible Spending Accounts ("FSA") and Health Savings Accounts ("HSA").

**e. Credit Card Authorization**

Practice offers recurring payment arrangements for patient balances. Patients utilizing credit or debit cards have the option to consent to electronically storing payment information to be used to pay for Services rendered at the conclusion of each Session.

Consent to the storage of payment card information authorizes Practice to make scheduled charges to your credit card through the stored card information located in TheraNest, the secure electronic practice management software. You will be charged the amount indicated in each billing period through Practice’s securely encrypted payment software. You agree that no prior notification of charges to your card will be provided to you unless the date or amount changes, in which case you will receive notice from Practice at least ten (10) days prior to the payment being charged. A receipt for each payment will be electronic mail messaged (“**emailed**”) to you and the charge from Persist Psych will appear on your bank statement. You have the option of requesting a printed receipt should you prefer a tangible copy over an electronic receipt.

Patient’s card will be automatically charged at the conclusion of each scheduled Session. Patient’s credit card information, as well as covered or private information (PHI), such as first and last name, billing address, electronic mail address, telephone number, and any other identifier that allows a specific person to be identified, shall be electronically stored in a manner compliant with Nevada Revised Statute (“**NRS**”) 603A.215, NRS 603A.320, and Payment Card Industry (PCI) Data Security Standards.

To indicate your decision about consenting to the storage of your payment card information, please mark one of the checkboxes below and read the following disclaimer, if applicable:

- I authorize **Persist Psych** to charge my credit card for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.
- I do not authorize **Persist Psych** to charge my credit card for agreed upon purchases. I understand that my information will not be saved to file for future transactions on my account.

I understand that this authorization will remain in effect until I cancel it in writing. I agree to notify Persist Psych in writing of any changes in my account information or termination of this authorization at least fifteen (15) days prior to the next billing date. If the scheduled payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. In the case of a Persist Psych Transaction being rejected for Non-Sufficient Funds (“**NSF**”), I understand that Persist Psych may at its discretion attempt to process the charge again within thirty (30) days. I acknowledge that the security of Persist Psych transactions charged to my account must comply with the provisions of United States law and NRS 603A.215 and PCI Standards. I certify that I am an authorized user of this credit card and will not dispute these scheduled transactions with my bank or credit card company, so long as the transactions correspond to the terms indicated in this authorization form.

**f. Collection of Past Due Accounts**

Practice communicates with patients to resolve past due accounts in all cases. If Practice cannot reach a patient by phone following the return of undeliverable mail or if a patient payment

agreement cannot be honored and Practice is not communicated with to resolve account balances, Practice may be forced to use the services of a professional collection agency. Once an account is placed with Practice's contracted collection agency, under Practice's contract with them, Practice cannot take the account back. Please inform Practice when or if your patient contact information changes so that Practice can always reach you to discuss any past due accounts.

## **2. NO SHOW FEES**

If you are unable to keep your scheduled appointment, you must provide at least twenty-four (24) hours advance notice of cancellation to Practice. Failure to give advance notice will result in a charge for the full price of the appointment. Please note that insurance companies do not reimburse for missed Sessions.

## **3. QUALITY ASSURANCE & RESOLUTION**

Should you have a concern or experience a situation that requires the direct attention of the Practice, please contact Practice either by phone or in writing. Practice's staff will interact with you to reach a resolution of any identified situation where Practice's quality of Service has been compromised or may need to be reviewed. Practice uses such situations to alert to improvements Practice can make to better serve all Practice's patients.

## **4. SOCIAL MEDIA POLICY**

The purpose of Persist Psych's social media policy is to provide guidance to anyone using Persist Psych's "**Social Media Site(s)**," defined as any form of website serving a function to communicate, post information, content, or interact with others. Social Media Sites include, but are not limited to, blogs, social networking sites, chat rooms, and the official organization's website. The absence of, or lack of explicit reference to, does not limit the application of this policy. Before posting on any Persist Psych Social Media Site, all visitors are bound by the following policy.

### **a. Policy Statement**

Persist Psych welcomes you to share your comments, thoughts and experiences on its Social Media Sites. We encourage visitors who post on any Persist Psych Social Media Sites to be respectful, fair and courteous to others. However, we ask visitors to avoid making comments which are offensive to others.

Please be aware that anything you post online is visible to others, years into the future, and will not remain confidential as Social Media Sites are made available to the general public. As a result, we suggest you consider carefully before disclosing any medical information or personal details.

Practitioners of Persist Psych will not respond to friend request on Social Media Sites and will not provide medical information or advice in response to any comments made on or personal messages

sent through such Social Media Sites. We do not offer medical advice in response to any comment posted on a Persist Psych Social Media Site and would encourage any visitors seeking medical help to contact a health professional or the Practice to schedule a Session with a licensed Practitioner.

We make a reasonable effort to monitor visitor participation on Persist Psych Social Media Sites and reserve the right to delete comments which are abusive, defamatory, spam, use profanity or advertise commercial products. The opinions and comments posted on Persist Psych Social Media Sites are those of individual visitors to the sites and do not necessarily represent those of Persist Psych, its affiliates, or any of its employees or directors.

Use of the Persist Psych Social Media Sites does not create a practitioner-patient relationship and should not be interpreted as such. Information posted on any of Practice's Social Media Sites should not be considered medical advice and should not replace consultation with a qualified medical professional.

Persist Psych reserves the right to review, edit or delete any comments considered to be abusive, personal/defamatory, spam, inaccurate, use profanity, concern human resources matters, advertise commercial products, involve solicitation, are off-topic, violate the privacy of patients and their families, use "hate" speech (e.g., making comments that are offensive to another person's race, gender, disability, religion or any other status protected by law). Further, Persist Psych reserves the right to block access to its Social Media Sites by any visitor who violates this policy.

Persist Psych's logos and trademarks may not be used without written consent.

Links to external sites from any Persist Psych Social Media Site are provided as a service to visitors, and do not represent endorsement of the sites to which they link.

By submitting content to any Persist Psych Social Media Site, you understand and acknowledge that this content is visible to the public and may be used by Persist Psych both for internal and external purposes, including promotional or marketing functions. You understand and acknowledge that other visitors to Social Media Sites may use any information posted by you in ways beyond the control of Persist Psych. If you are not willing to acknowledge this, please do not post on any Persist Psych Social Media Site.

## **5. CONFIDENTIALITY**

Federal law protects the privacy of communications between a patient and a practitioner. Information about treatment can only be released to others if the client signs a written authorization form. Limits to confidentiality that require neither your advanced consent nor authorization are listed on Practice's Notice of Policies and Practices to Protect the Privacy of Your Health Information form.

Occasionally, consultations between the Practice and other professionals may be warranted to discuss treatments and best practices for you as a patient. Information about your clinical profile may be shared in this context in an anonymous capacity; as such, no identifying factors will be utilized.

## **6. CONTACTING THE PRACTICE**

Should you need to reach the Practice, please call the office of Persist Psych and leave a voicemail message. Your call will be returned within twenty-four (24) hours with the exception of weekends and holidays. Please inform the office of any special circumstances you may have with communication and of available times and contact methods at which you are best reached. You will be notified of any extended periods of time the Practice will be unavailable and will be provided with the name of another Practice to contact, if necessary.

The client portal allows for a confidential form of electronic communication. A link is available at the Practice's website <https://www.PersistPsych.com>.

It is the policy of the Practice to permit the limited use of text messaging (“**texting**”) to communicate with the Patient in a manner that is consistent with the HIPAA Security Rule (45 CFR Part 164, Subpart C). This policy provides only for the use of text messaging to send appointment reminders to the Patient, upon the Patient's consent, by using a third-party vendor with appropriate security controls. Such text message (“**text**”) will be inclusive only of pertinent appointment information (date, time, and location) and shall not include any information relating to your protected health information.

Please mark the boxes below should you wish to consent to the following:

- I request that you share information with my insurance company as needed.
- I request appointment reminders via text message.
- I request appointment reminders and other communications, such as receipts and invoices, via electronic mail.

If you, the Patient, choose to text any of the Practitioners, the Practitioners shall only respond with a brief message asking you to call the Practice and shall delete your text message.

Furthermore, it is the policy of the Practice that its Practitioners will not respond to friend requests or any messages relayed through social media platforms.

## **7. RELEASE OF PATIENT CLINICAL RECORDS**

All release of medical records requires a signed and dated Release of Information (ROI) form with a current date (within prior 90 days). Please allow seven (7) business days to process records requests.

## **8. DISCLAIMER**

Your participation in therapy is voluntary and you may choose to discontinue therapy at any time. Please note that the Practice may end treatment with a Patient voluntarily if he or she exhibits physical violence, verbal abuse, carries weapons, or engages in illegal acts at the office, or if a Patient does not make payment or payment arrangements in a timely manner.

## **9. PATIENT STATEMENT OF AGREEMENT**

This Agreement and the terms within it are effective from the date of your signature or until the Agreement is revised. You have read this statement, had sufficient time to be sure that you considered it carefully, asked any questions that you needed to, and understand it. You understand the limits to confidentiality required by law. You consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. You agree to pay all fees associated with your counseling under the care of Persist Psych's Practitioners. You understand your rights and responsibilities as a client. You agree to undertake counseling with Persist Psych's Practitioners. You know you can end therapy at any time you wish and that you can refuse any requests or suggestions made by your Practitioner. You are over the age of eighteen (18).

Your signature below signifies that you have read and understand this Agreement for Practice to provide you therapeutic Services. You understand and agree to the terms in this Agreement and intend on complying with them to the best of your ability. You also understand that if you fail to follow the terms of this agreement, you could be cancelled from future Services.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Outpatient Services Agreement as of the day and year in the electronic signature below.

**PRACTICE**

\_\_\_\_\_

By: Tiffany Mehling, LCSW  
Its: Owner

**PATIENT**

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_