

QUO VADIS THERAPY CENTER, LLC
JOSEPH W. PRIBYL, M. A.
5407 EXCELSIOR BLVD., SUITE B
ST. LOUIS PARK, MN 55416
Phone: 651-398-5847

INFORMED CONSENT & AGREEMENT TO PSYCHOTHERAPY SERVICES AT QUO VADIS THERAPY CENTER
&
POLICIES AND NOTICE OF PRIVACY PRACTICES OF QUO VADIS THERAPY CENTER, LLC

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 I provided you with this information and it will represent an agreement between us and that you understand the handling of your protected health information.

DIRECTIONS TO MY OFFICE:

From the North take 94 south to 394 west to 100 South to Excelsior Ave Exit. Go east on Excelsior Blvd for one block and enter the Miracle Mile Parking lot.

From the South take 35W north to 62 west to 100 North to Excelsior Blvd. Go east on Excelsior Blvd for one block and enter the Miracle Mile Parking lot.

From the East take 394 west to 100 south to Excelsior Blvd. Go east on Excelsior Blvd for one block and enter the Miracle Mile Parking lot.

From the West take 394 east to 100 South to Excelsior Blvd. Go east on Excelsior Blvd for one block and enter the Miracle Mile Parking lot.

Enter the main door to the office on the west side of the complex, next to Hoigaard's, where a green awning displays "Wooddale Offices," and go up the stairs. My office suite is the first one on the right at the top of the stairs (Suite B). Enter through the door to the waiting area and please have a seat. There is no receptionist, so I will greet you in the waiting area at your appointment time. Please do not knock on my door, as I may be in session with someone else.

I work in offices with other independently practicing professionals. While I share office space with them, I am completely independent of the other professionals in providing you with clinical services. I am the only therapist practicing with Quo Vadis Therapy Center, LLC.

Psychotherapy Services: Psychotherapy varies depending on the therapist, the client, and the client's particular situations and goals. There are many different methods I may use to deal with your particular situations and goals. In order for therapy to have the best outcome, you will have to invest energy in the process and work actively on things we talk about both during and between our sessions.

Psychotherapy can have benefits and risks. The risks may include experiencing uncomfortable feelings like sadness, guilt, anger, anxiety or frustration when discussing aspects of your life. Psychotherapy has been 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. However, there are no guarantees of what you will experience.

Psychotherapy can involve a significant investment of time, energy, and money, so it is important that your therapist is someone with whom you are comfortable working. Our first few sessions will involve an evaluation 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 the services I can provide to you 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 other appropriate resources if you desire them.

Sessions: I schedule 50-minute sessions with clients, which usually occur once per week at a time on which we agree. If you arrive late for an appointment, we will only be able to meet for the remaining time of our scheduled 50 minutes,

though the full session fee will still apply. Occasionally I will meet clients more or less than once per week if that is consistent with a treatment plan 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 ever need to cancel a scheduled therapy session, please do so 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 reimbursing you for 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.

Professional Fees: My fee is \$75 for 50-minute individual sessions, and \$85 for 50-minute couples/family sessions. In addition to our regular sessions, I charge \$75 per hour for other professional services you may need, if they are necessary. However, I will break down the hourly cost into 15-minute increments if I work for periods of less than one hour. These other services include, for instance, report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings or consultations with other professionals you have authorized, preparation of records or treatment summaries, 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.

Billing and Payments: I accept payment for services I provide by cash or check. You will be expected to pay session fees in full at the time of each session unless we agree to some other extraordinary arrangement, otherwise your account will be considered delinquent. 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 pre-determined 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 does not submit billing to insurance companies. However, some insurance providers may cover your therapy at Quo Vadis depending on your policy's coverage of out-of-network providers. Contact your insurance carrier to learn more about what services your policy covers. Even if your insurance policy does cover services I provide, you will still be expected to pay my fees according to the process described above. I can provide you with an invoice for the services you receive from me, which you might use to receive reimbursement from your insurance provider. I will not reimburse you for any difference between what you pay in fees to me and what your insurance provider may or may not reimburse to you. You should also be aware that your contract with your health insurance company may require that I provide it with information relevant to the services that I provide to you. I would likely be required to provide a clinical diagnosis. I may also be required to 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 will 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. It is important to remember that you always have the right to pay for my services yourself to avoid the problems 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 agree that I can provide requested health information to your insurance provider.

Contacting Me: I may not always be immediately available by phone or e-mail. 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 a few hours and almost always 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. 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 necessary.

If you are in an emergency situation, you can call me. However, if you get my voicemail, immediately call the Crisis Connection at (612) 379-6363, your local emergency services at 911, or call or go to the nearest hospital emergency room. I will get back to you as soon as I possibly can in such situations, but I may not be able to get back to you immediately in all cases. Therefore, if you can't wait for me to return your call because of your situation, you should immediately call the Crisis Connection, 911, or go to the nearest hospital emergency room.

If you need to speak with me outside of your scheduled session times to receive non-emergency care, I will take your phone call as my schedule permits. Conversation time lasting a total of more than 10 minutes between any two scheduled sessions will incur a \$20 fee, which will be due at your next scheduled session. If conversations by phone will take more than a total of 20 minutes between any two scheduled sessions, or if it becomes routine that you call me between sessions when doing so is not part of your treatment plan, we will discuss the possibility of your scheduling a session sooner than your next scheduled session, scheduling sessions with me on a more frequent basis, and/or how to better utilize your scheduled sessions to help you to function better between appointments.

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 during the course of our professional relationship. If you would like a copy of this document, you can request one from me at anytime.

_____	_____	_____
Client 1 - Print Name	Signature	Date

_____	_____	_____
Client 2 - Print Name	Signature	Date

<u>Joseph W. Pribyl, M. A.</u>	_____	_____
Psychotherapist	Signature	Date

NOTICE OF PRIVACY PRACTICES
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(In accordance with the Health Insurance Portability & Accountability Act—HIPAA)

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.

The term “medical/health information” is synonymous with the terms “personal health information” and “protected health information” (PHI) for purposes of this Notice. It 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 2) 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. 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, in which case I will send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting 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. I reserve the right to charge you for the costs of copying 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 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 patient’s personal health information, without the patient’s written authorization, to carry out the health care provider’s own treatment, payment, or health care operations. I may also disclose your protected health information for the treatment activities of any health care provider. This too can be done without your written authorization.

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 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.

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 competence and my performance, or to detect possible fraud or abuse, your mental health records may be used or disclosed for those purposes.

Please note: I may contact you to provide appointment reminders, 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. Your prior written authorization is not required for such contact.

- 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 providers to disclose health information:
 - 1) Therapist's duty to warn another in the case of potential suicide, homicide or threat of imminent, serious harm to another individual.
 - 2) Therapist's duty to report suspicion of abuse or neglect of children or vulnerable adults.
 - 3) Therapist's duty to report prenatal exposure to cocaine, heroin, phencyclidine, methamphetamine, amphetamine or their derivatives, THC, and excesses and habitual use of alcohol.
 - 4) Therapist's duty to report misconduct of mental health or health care professionals, or in the event of a complaint or legal process you may initiate against me.
 - 5) Therapist's duty to provide a spouse or parent of a deceased client access to their child's or spouse's records.
 - 6) 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.
 - 7) Therapist's compliance with privacy rules, health oversight activities, public health authority, or requests of a medical examiner as authorized by law.
 - 8) Therapist's duty to release records if subpoenaed by a court of law.
 - 9) Therapist's obligations to contracts (e.g., to employer of client, to an insurance carrier or health plan.)
 - 10) Therapist's treatment of individuals being seen under worker's compensation claims.
 - 11) 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 most 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, when 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 need complete access to information to provide quality care

Additionally, my practice may initiate contracts/associations with 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, formal business associate contracts with any such businesses include that they promise to maintain the confidentiality of all data.

Further, if your treatment plan entails meeting for therapy in a public place or location outside of my office, or if in the scope of your therapy others may observe us together or deduce that you are receiving therapy 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 therapeutic 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.

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.
- 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 in therapy with me.
- 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 a certain period of time 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 my own 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: In order to avoid confusion or misunderstanding, I ask that if you wish to exercise any of the rights enumerated above, that you put your request in writing and deliver or send the writing to me. If you wish to learn more detailed information about any of the above rights, or their limitations, please let me know. I am willing to discuss any of these matters with you since I am the Privacy Officer of this practice.

- If you are concerned that I have violated your privacy rights or you disagree with a decision I made about access to your records, I would like you to inform me as soon as possible so we can try to resolve your concerns. Since I am a pre-licensed professional, you can also speak with my supervisor, Sara Heinzen, MA, LMFT, who is a licensed

marriage and family therapist and Minnesota Board of Marriage and Family Therapy approved supervisor at 612-709-8743. To file a complaint, 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 (contact information can be found at <http://www.hhs.gov/ocr/office/about/rgn-hqaddresses.html>). I acknowledge your rights under applicable state rules and statutes, professional codes of ethics, and HIPAA. 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 during the course of our professional relationship. 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.

_____	_____	_____
Client 1 - Print Name	Signature	Date

_____	_____	_____
Client 2 - Print Name	Signature	Date

<u>Joseph W. Pribyl, M. A.</u> Psychotherapist	_____	_____
	Signature	Date