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## **Psychotherapist-Patient Services Agreement Informed Consent – Things You Need to Know**

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI). HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for the use and disclosure of PHI for the purpose of treatment, payment, and health care operations. The Notice explains HIPAA and its applications to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information. When you sign this document, it will represent an agreement between us. You may revoke this agreement in writing at any time. The revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you still have any financial obligations to this office.

I realize these documents are lengthy and complex. However, it is very important that you read them carefully. Mark any parts that are not clear to you and write down questions you think of, and we will discuss them before you start the treatment process. This Agreement is yours to keep and refer to later. I will keep the signed signature pages in your medical record to document your agreement with the complete document: Version 7.17.21, 14 pages in length

### **About Me and My Approach to Therapy**

I received my PhD in clinical psychology from Virginia Commonwealth University, an American Psychological Association-approved program. I have been licensed as a psychologist in the state of Texas since 2003. I am trained and experienced in a broad range of therapeutic techniques and in providing one-to-one and group therapy with adults. I am not a medical doctor and do not prescribe medication. I specialize in the treatment of the effects of trauma/PTSD and have expertise in other general adult issues.

Because you will be putting a good deal of time, money, and energy into therapy, you should choose a therapist carefully. It is important to feel comfortable with your therapist because a good therapeutic relationship is likely to make therapy more helpful to you. I describe my approach to therapy below so that you can begin to evaluate the goodness-of-fit between your needs and preferences and what I have to offer.

My general approach to therapy involves helping a person identify the symptoms, patterns, problems, or areas in their life that are causing them distress or that they are dissatisfied with and working together to develop a plan of action for how to best address these issues, keeping in mind the person's unique life goals and approach to life. The most central ideas in my work are: (1) change is possible; (2) getting "unstuck" often involves confronting experiences from our past and/or changing how we think and behave in response to stressful experiences; (3) feelings are a natural and normal part of the human experience that provide us with important information that we can use to improve our quality of life; and (4) people can learn skills that help them to be more effective in coping with stress, responding to life's inevitable hurdles, and obtaining their desired outcomes. While the specific techniques I use in therapy vary with the needs of my client, I primarily use Eye Movement Desensitization and Reprocessing (EMDR) and/or cognitive-behavioral therapy (CBT) interventions.

I am certified in EMDR Therapy. EMDR is a comprehensive method of psychotherapy that enables people to recover from the emotional pain and symptoms caused by disturbing life experiences. It is recognized worldwide as an effective form of treatment for trauma and other upsetting life events. EMDR combines dual attention to a disturbing memory with a bilateral stimulus in conjunction with a set of standardized protocols. This unique combination of methods in EMDR therapy appears to stimulate an intrinsic capacity of the human brain to heal itself (like the body heals physical wounds) by "reprocessing" disturbing memories, resolving emotional disturbance, and facilitating adaptive insights in a manner similar to what occurs during REM sleep (dreaming).

Cognitive-behavioral therapy is action-oriented, practical, and helps a client gain independence and effectiveness in dealing with real-life issues. It is based on the idea that our *thoughts* are a primary cause of our feelings and behaviors. The great thing

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about this fact is that we can learn to change the way we think so that we begin to feel and behave in ways that are less distressing and more in line with our goals/values (even if the situation never changes). Examples of CBT techniques include:

- evaluating thoughts, assumptions, and beliefs that might be unhelpful, inaccurate, and/or unrealistic
- gradually facing activities or feelings which may have been avoided previously
- trying out new ways of behaving and reacting that are consistent with desired outcomes
- learning new or enhancing existing life skills (e.g., problem-solving, relaxation, distress tolerance, etc.)

Interpersonal Therapy (IPT) also influences my therapeutic approach. IPT focuses on problems in a person's current interpersonal relationships that are creating distress and negatively impacting quality of life and psychological well-being. Problematic patterns in a client's current relationships are explored; interactional desired outcomes are identified and planned for; clients are taught to recognize the specific consequences of their interpersonal behavior; and new ways of dealing with people and situations are identified and developed through skills training (e.g., communication skills, assertiveness).

### **The Benefits and Risks of Therapy**

There are both risks and benefits to psychotherapy. Please consider both when making any treatment-related decisions. Some examples of each follow. In therapy, there is a risk that you will temporarily experience an increase in symptoms, unpleasant memories, and/or negative feelings which may bother you at work, home, or in school. Others may judge you negatively if they find out you are in therapy or they may respond negatively to changes you are making. Sometimes in therapy secrets are revealed and major life decisions are made, including decisions involving ending of relationships, development of other types of relationships, changing work settings, changing life-styles, etc. These decisions are a legitimate outcome of the therapy experience that can result from an individual calling into question his/her beliefs, values, and goals. Finally, even with our best efforts, there is a risk that therapy may not work out well for you. Psychotherapy is not an exact science. The therapeutic experience may be too intense to deal with at this time, may not result in desired changes, and may activate or reactivate conflicts, thoughts, or emotions that may in turn lead to upsetting new behaviors or symptoms. In short, I will help you to the best of my ability, but there is no guarantee that you will reach the goals you set—your outcome will depend on many things.

While you consider these risks, you should know also that the benefits of therapy have been shown by scientists in hundreds of well-designed research studies. In therapy, people have a chance to talk things out fully until their feelings are relieved or solutions to problems are found. People who are depressed, anxious, or angry may find their mood lifting. Grief may lessen. Traumatic memories may subside. Coping skills may improve. Relationships may become more satisfying. Personal goals and values may become clearer. Life may become more enjoyable.

### **What to Expect During Therapy and In Our Relationship**

Our first couple of sessions will involve review of office policies, evaluation of your needs/goals, gathering of information, discussing your diagnosis, and developing a treatment plan together. Please allow for about 60-70 minutes for our first meeting. The initial evaluation generally allows me to determine whether or not I am able to provide the services you need to meet your treatment goals given my training and areas of expertise. If in my judgment I am not able to provide the services you need, I will inform you of this and provide a referral or guidance on how to identify an appropriate provider. During the initial evaluation, you should ask any questions you have as well as evaluate whether or not you will feel comfortable working with me. You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing and to look at alternatives that might work better. It is important that we talk about any concerns you have about therapy, the treatment plan, your progress, anything I've done that upsets you, etc. You can also request referral to another provider if you decide that I'm not the right therapist for you. Your participation in therapy is voluntary (unless court-ordered) and you may stop therapy whenever you wish. However, stopping therapy should not be done casually. I request that you discuss your plans to stop therapy prior to ending therapy as a way to review our work together, identify any future work you want to do and your options, and ensure therapeutic closure.

After the initial evaluation, I usually meet with clients for a 55-minute session once a week or every other week (although we may discuss other options as appropriate) and then progress to less frequent visits as indicated. At the beginning of therapy, we will create a treatment plan with you. That is, we will look at what you would like to change, what we will do to change it, how we will know you are succeeding, and estimate how long it may take. Every now and again, we will review that plan to see if it needs to be updated. The length of therapy varies from person to person, depending on various factors including the type of problem being worked on, the amount of between-session effort a client puts into therapy, and the complexity and number of problems. It is important to know that I view therapy as a partnership between us. Psychotherapy is not like visiting a medical doctor. It requires an active effort on your part both during and between our sessions. This means that for therapy to be successful you have to be open to discussing important experiences, thoughts, behaviors, and feelings you have as well as practicing new skills and working towards goals between our sessions. Change will sometimes be easy and quick, but more

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often it will be slow and frustrating and you will need to keep trying. Unfortunately, there are no instant, painless cures and no “magic pills” in my line of work.

As an ethical professional, I follow the standards of the American Psychological Association (APA). In your best interests, the APA puts limits on the relationship between a therapist and a client, and I will abide by these. Let me explain some of these limits so you will not think they are personal responses to you. First, I am licensed and trained to practice psychology—not law, medicine, finance, or any other profession. I am not able to give you professional advice from these other professional viewpoints. Second, state laws and the rules of the APA require me to keep what you tell me confidential (private). You can trust me not to tell anyone else what you tell me, except in certain limited situations which are explained later in this document. As a part of maintaining your privacy, if we meet on the street or socially, I may not talk to you very much and may not even say hello. My behavior is not a personal reaction to you but a way to maintain the confidentiality of our relationship. Third, in order to protect the rights of clients and maintain an objective and professional position in providing therapeutic services, I can only be your therapist and cannot have any other role in your life. Because of this, I cannot, now or ever, be a friend of any of my clients, extend or accept social invitations, participate in gift giving, have a business relationship beyond the therapy relationship, or engage in a sexual/romantic relationship with any client. Fourth, I cannot continue to treat you if my treatment is not working for you. If at any time I do not think that I can help you or I believe that a referral to another professional is the most appropriate course of action (e.g., you could benefit from a treatment I cannot provide), I will discuss this with you and help you find an alternative treatment option.

There are a few other important points you should know before making a decision regarding therapy:

- (1) I do not provide expert witness services. If you ever become involved in a divorce or custody dispute, I will not provide evaluations or expert testimony in court. You should hire a different mental health professional for any evaluations or testimony you require. This position is based on two reasons. First, my statements will be seen as biased in your favor because we have a therapy relationship. Second, such testimony might affect our therapy relationship, and I must put this relationship first.
- (2) Please be on time to your appointments. If I am ever unable to start on time, you will receive the full time agreed to either that day or at a later time. If you are late, we will end on time as originally scheduled and not run over into the next hour.
- (3) If you are violent with or verbally or physically threaten or harass me or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care but cannot guarantee that they will accept you for therapy.

### **Limits of Confidentiality**

The HIPAA regulations discussed in the Texas Notice of Privacy Practices Form more fully cover confidentiality. To summarize that information, with your consent on this Agreement Form, I may share your PHI with other staff and professionals in this office, with professionals for consultation or coverage purposes, with your insurance company, and with contracted service providers (e.g., online practice management system, claims filing service). All of these people are bound by the same confidentiality requirements under HIPAA. When I release information, I release the minimum information necessary. Any other release of PHI outside of this office requires that you (or your representative acting on your behalf) complete a signed Release of Information Authorization form that has specific HIPAA-required information. There are some situations when I am required or permitted to disclose information without your consent or authorization: if you are involved in a court proceeding and I have a court order; for government health oversight; if you file a lawsuit or complaint against me; if you file a worker's compensation claim; or if information is requested for national security, law enforcement purposes, or in criminal court proceedings; in the collection of fees; and in the filing of insurance and managed care. In a case of suspected or alleged physical, sexual, or emotional abuse, neglect, or exploitation of a minor, an elderly person, or disabled adult, I am required to make a report to Department of Protective Services or law enforcement and may need to release clinical information. If you are judged to be an imminent risk to yourself or others, I may need to disclose information without your consent to protect you or others, including but not limited to seeking involuntary hospitalization, and/or advising family members (e.g., minor client judged to be in danger), medical professionals and/or law enforcement officers. I will attempt to discuss any disclosures you have not authorized with you before they occur; however, note that this is not always possible depending on the specifics of the situation. Laws on confidentiality are complex and may change. My office is required to follow all applicable state and federal laws.

Be aware that if others are present during your session (e.g., family member, friend), your rights to privacy may be affected. Although group therapy members are not legally bound to confidentiality in the same way as professional staff, respecting the confidentiality of group members and their identities is discussed in group and expected.

### **Professional Records**

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I am required by law and professional ethics to keep records of our meetings and other contacts in your Clinical Record. The sorts of information required to be in your clinical record include your diagnosis, symptoms, relevant psychiatric and personal history, medical history, treatment plan and goals, progress, billing records, email communications, copies of patient assignments, professional consultations, and reports from our office or other providers. HIPAA allows me to keep Psychotherapy Notes separate from your clinical record and under lock and key. These notes are for my own use and are designed to assist me in providing the best treatment. Note content varies from client to client but may include my hunches or impressions and particularly sensitive information that is not required to be included in your clinical record. You may access your Clinical Record except in situations as noted in the paragraphs below.

This office stores records for each client in a practice management system called TherapyAppointment. This system is “cloud-based” meaning the records are stored on servers which are connected to the internet. Lisa Robinson, PhD and AGCR Psychological Services LLC have entered into a HIPAA Business Associate Agreement with TherapyAppointment. Because of this agreement, TherapyAppointment is obligated by federal law to protect these records from unauthorized use or disclosure. TherapyAppointment is fully compliant with HIPAA and HITECH standards for encrypted transmission and storage of PHI. Data security is maintained through a complex system of monitoring, and the system is subjected to periodic integrity testing. In accordance with Texas Behavioral Health Executive Council regulations, it is my office policy to maintain clients’ records 7 years after our last contact for adult clients (3 years after a minor client reaches the age of majority, whichever is greater).

Under Texas law, psychological test data are not part of your clinical record because they require special expertise in understanding them. Generally, you may examine or receive a copy of your clinical record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in my presence or have them forwarded to another mental health professional so the contents can be discussed. In some very rare situations, I may temporarily remove parts of your records before you see them. This would happen if, in my professional judgment, I believe that the requested access is reasonably likely to endanger the life or physical safety of you or another person, but I will discuss this with you. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon your request. You may add to your file rebuttal information or memoranda, and you can have copies of them for a small copying fee [\$15 for the first 25 pages and 50 cents for each page thereafter]. Access to records does not include those created by others and sent to me; you would need to contact the original creator of those records.

In case I am suddenly unable to continue to provide professional services or to maintain client records due to incapacitation or death, I have designated colleagues who are licensed psychologists as my professional executors (Drs. Laurie Baldwin and Beverly Walsh). If I die or become incapacitated, my professional records will be transferred to my professional executors who may contact you directly to inform you of my death or incapacity; to provide access to your records; to provide psychological services if needed; and/or to facilitate continued care with another qualified professional if needed. If changes to this arrangement are made in the future, active patients will be informed directly and the information will be documented on my website. If you have any questions or concerns about this arrangement, I will be glad to discuss them with you.

### **Professional Records and Insurance**

You should be aware that when you choose to submit claims to an insurance company, your health insurance company will require information relevant to the services provided (typically your name, date of service, type of service, and diagnosis). Regardless of whether you are using out-of-network or in-network benefits, your insurance company may also require access to additional information contained in your medical records to support your claims. Failure to comply with insurance company audit requests such as this may result in claims being denied, future reimbursement being denied, and/or demands for repayment of claims already paid by the insurer. While insurance companies can request and receive a copy of your clinical record, they cannot receive a copy of Psychotherapy Notes without your signed, written authorization, and they cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. My policy is to provide the minimum information necessary in response to insurance company requests for information.

Information released to your insurance company becomes part of your insurance company file, and I have no control over how those records are handled once released from my office. Though insurance companies claim to keep such information confidential, in some cases, they may share the information with a national medical information databank. By signing this Agreement, you agree that we can provide requested information to your insurance carrier when you request us to file a claim on your behalf.

### **Patient Rights**

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HIPAA provides you with several new rights concerning your clinical record and the disclosure of your PHI. These rights include being able to request that I amend your record, requesting restrictions on what information from your clinical record is disclosed to others, requesting an accounting of most unauthorized disclosures, determining the location where disclosures are sent, having complaints about my privacy policies recorded in your records, and the right to a paper copy of this Agreement, the Notice, and my privacy policies and procedures.

### **Between Session Availability & Emergencies**

As a part-time private practice clinician, I am not as available or flexible as many other mental health providers. I do not provide 24-hour emergency coverage for my clients. We will both need to take this into account when deciding whether or not I'm the most appropriate provider for you to work with. Persons with more intense issues/needs may be better served by a different provider with more availability/flexibility in their schedule. For both work and personal reasons, I am not often immediately available by telephone. In addition to my part-time private practice, I have a half-time position at the Houston VA Medical Center. My private practice hours are as follows: Mondays 8:00 am to 5:00 pm and Thursdays 8:00am to 7:00pm, with occasional hours on Friday afternoons. During these times, I have my business cell phone with me (713-922-5339); however, I generally do not take calls when I am in session or when I'm working at the VA. Please leave me a voicemail message, and I will return your call as soon as I can. Messages left after regular business hours will generally be returned on the next business day. If I have not returned your phone call within 24 hours, please try again as your message may have been lost. Please see the section 'Fees, Payments, Billing' below for charges associated with telephone contacts.

If I will be unavailable for an extended time (e.g., vacation), you will be told in advance, and I will have another therapist cover my practice for me. I will probably not have discussed your case with that person, but he/she will make every effort to be helpful to you in my absence.

If you have an emergency or crisis, please indicate so on my voice mail. In any emergency situation, if you are unable to reach me, and feel unsafe or that you can't wait for me to return your call or that you need immediate assistance, you or your family member(s) should do one of the following to obtain immediate assistance: (1) Call 911; (2) Go to the nearest emergency room; (3) Call or go to the Neuropsychiatric Center of Houston (713-970-7070) which is the main public mental health and emergency program in Harris County. It is open 24/7 and is located at 1502 Taub Loop, Houston, TX 77030; (4) Call a crisis hotline (e.g., 1-800-273-8255; 713-533-4513).

### **Technology in Providing Treatment – Use of Cell phones, Email, Messaging, Faxing, & Texting**

The only secure electronic form of communication with me is the secure messaging option within TherapyAppointment.com. I cannot ensure the confidentiality of any other form of communication including the use of cell phones (yes, these are vulnerable to hacking too), voicemail, other internet-based email options such as gmail, text messages, facsimile/fax machines, and messaging options on social networking sites. With these non-secure devices, it is possible for your private information to be received by parties other than those whom you intend to receive it. Please do not use any nonsecure options (e.g., my gmail account, texting) to contact me for clinically-related issues. If you prefer to communicate via text messaging for simple/administrative issues such as scheduling and cancellations, I will do so, but I cannot guarantee an immediate response or your privacy. Do not use texting or nonsecure email to discuss therapeutic content and/or request assistance for emergencies. Nonsecure electronic messaging leaves a "footprint" on its way from a sender to a recipient and can be accessed by law enforcement, ISP technicians, and hackers. Also be advised that any email sent to me via computer in a work-place environment is legally accessible by an employer. Also be aware that I am ethically and legally obligated to maintain records of each time we meet, talk on the phone, or correspond via electronic communication such as email or texting, and these communications are subject to the same limits of confidentiality as other clinical content. Also be aware that if you request that I send or receive faxes, I cannot guarantee the security/confidentiality of this form of communication.

### **Scheduling, Cancelled, or Missed Appointments and Late Arrivals**

You may schedule and change appointments online at [www.therapyappointment.com](http://www.therapyappointment.com). If you chose, the scheduling software will send you reminders of your appointments. If you have a scheduled appointment with me, I hold that hour for you and do NOT overbook another patient in your slot as back-up. As such, you are responsible for payment of the full-long hour session even if you arrive late, which insurance will not cover/reimburse for. If you do not show for an appointment without canceling (i.e., a no-show), you will be charged my full session fee. If you cannot make a scheduled therapy appointment, you must cancel with at least 24 hours notice so I can offer your appointment slot to someone else. The fee for a late cancellation (defined as a cancellation notice given less than 24 hours but more than 1 hour before the scheduled appointment time) is half of my full session fee. Please note that if you contact me within 60 minutes of your appointment to cancel the appointment, this will be considered a no-show for fee-related purposes as it does not provide me an opportunity to offer your slot to someone else. If you have one no-show or two late cancellations (without 24 hours notice), we may need to reevaluate our treatment agreement and/or you may be terminated from therapy. If you miss a scheduled appointment, I will make an attempt

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to contact you. If you miss a scheduled appointment and do not contact me within 14 days to reschedule, I will accept that as your notice that you have terminated this service agreement and that you wish to terminate psychotherapy with me. If this occurs and at a later time you decide you are ready and able to resume therapy, you are welcome to contact me again to discuss resuming therapy.

### **Fees, Payments, Billing, Insurance**

Payment is due at the time of the visit and can be made either by personal check, cash, or credit card. Please make checks payable to AGCR Psychological Services, LLC or Lisa Robinson. After two bounced checks, I will no longer accept a check as form of payment. There is a \$35 fee for each returned check. The patient is ultimately responsible for all fees. If you think you may have trouble paying your bills on time or have other money-related concerns, please talk to me ASAP. A late payment fee of \$20 will be charged each month that a balance remains unpaid. If your unpaid balance reaches \$300.00, I will notify you by mail. If your balance then remains unpaid, I must stop therapy with you and will provide a referral to a lower cost option. If your account has not been paid for more than 60 days, I have the option of using legal means to secure the payment (e.g., collection agency, small claims court). If such legal action is necessary, its costs will be included in the claim. In most collection situations, the information released will include a client's name, the nature of services provided, and the amount due.

Although I don't accept insurance (except at times traditional Medicare/Tricare), my services are eligible for out-of-network mental health benefits and in some cases my practice management program can electronically submit a request for reimbursement on your behalf if you provide your insurance information. Your insurance plan may reimburse you for some of the services provided, but some plans may not. It is important that you be aware of your coverage. If you have questions about your coverage, call your plan administrator. If you have a conflict with your insurance carrier, it is your responsibility to resolve it directly with your carrier. You also agree that you will not hold AGCR Psychological Services, LLC responsible for any disputes that arise between you and your insurance carrier.

My current fees are below. If a fee increase will take place, you will be notified 30 days in advance of the effective date of the fee change.

- **Initial evaluation:** \$200, lasting 60-70 minutes
- **Individual therapy:** \$175, lasting 55 minutes. Extended sessions are charged the standard fee for individual therapy services prorated for each 15-minute increment.
- **Group therapy:** \$75 per session, lasting 60-90 minutes
- **Consultations:** Consultations (with you or another professional) via telephone or in-person may be suitable or even needed at times in therapy. There is no charge for a consultations that last up to 10 minutes. For telephone consultations that require more than 10 minutes, the charge is equivalent to my standard fee for therapy services prorated for each 15-minute increment or any part of a 15-minute increment. Insurance does not normally pay or reimburse for telephone consultations. Given that my practice is part-time, telephone consultations are not intended to be a regular part of therapy but rather utilized infrequently and only for urgent matters. If telephone consultations become frequent, we will need to revisit whether or not a referral to another provider with more availability is appropriate.
- **Miscellaneous services.** Some miscellaneous services may require payment in advance. Charges for hospital visits or home visits will be based on the time involved in providing the service at my regular fee schedule. If you ask me to write letters or complete reports that require more than 10 minutes to create, you will be billed according to the duration of the activity based on my normal fee rate. Document reproduction is \$15 for the first 25 pages and 50 cents for each page thereafter.

### **Legal Involvements**

If for any reason I become involved in any legal proceedings regarding your case with or without a subpoena (consultations with lawyers, deposition, review of records, travel, correspondence with attorneys or treatment providers, presentation of records, attendance or participation in courtroom proceedings, etc.), you will be expected to pay for all of my professional time, including preparation, transportation, and parking costs, even if I am called to testify by another party. Because of the complexity of legal involvement, I charge \$350 per hour with a minimum charge of one hour. If I am placed "on-call" for court, I cannot schedule appointments that day or may have to take time off from my other job. My fee for being "on-call" is \$1200 per day. It is not refundable and not transferable to another day. A \$1500 legal retainer is required once legal issues are presented, and the balance is due within 7 days of any legal involvement on my part. In addition, the deposit is not transferable in the event your case is dismissed or continued less than 72 hours before the scheduled court time. Your attorney must personally notify me of any upcoming court dates. If you anticipate that you may be involved in any legal proceedings, please discuss this with me as soon as possible.

### **Gift Policy**

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Per the ethics of my profession, I am not allowed to give patients gifts or accept gifts from patients.

### **Social Media Policies**

This following information outlines how I conduct myself on the internet as a mental health professional and how you can expect me to respond to various interactions that may occur between us on the Internet.

- **Friending and Following:** I do not have a Facebook Page for my professional practice, and I do not accept friend or contact requests from current or former patients on any social networking site (Facebook, LinkedIn, Twitter etc). Adding patients as friends or contacts on these sites can compromise your confidentiality and has the potential to blur the boundaries of the therapy relationship. I do not follow current or former patients on blogs or any other social networking site.
- **Internet Searches:** I do not search my patients with Google, Facebook, or other search engines. Viewing of patient's online content outside of the therapy hour without our explicit prearrangement and a specific purpose can create confusion (e.g., is viewing for therapeutic purposes or to satisfy my own curiosity) and could potentially negatively influence our working relationship. If there are things from your online life that you want to share with me, please bring them into our sessions where we can view and discuss them together. Extremely rare exceptions to this policy may be made during times of crisis to ensure your physical wellbeing. If I have a reason to suspect that you are in danger and you are not responding to my contact attempts via our usual method, there might be an instance in which using a search engine (to find you or someone close to you) becomes necessary as part of ensuring your welfare. If I have to do this, it will be documented in your record, and I will discuss it with you next time we speak.
- **Business Review Sites:** You may find my professional practice on sites such as Yelp, Healthgrades, Yahoo Local, Bing, or other places which list businesses, and some of these sites allow users to rate and/or review providers. Should you find my listing on any of these sites, it is not a request for a testimonial, rating, or endorsement of me. The American Psychological Association's Ethics Code states that it is unethical for psychologists to solicit testimonials from current or former patients. Of course, you have a right to express yourself on any site you wish and to tell anyone you wish that I'm your therapist or how you feel about the treatment I provided to you in any forum of your choosing. Just be aware that this could negatively impact your privacy as you may be sharing personally revealing information in a public forum. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see it and that my hope is that you will bring any reactions to our work directly to me.
- **Location-Based Services:** If you use location-based services on your mobile phone, you should be aware that there could be privacy issues related to using these services. If you have GPS tracking enabled on your device, it is possible that others may conclude that you are a therapy patient due to regular visits to my office, especially if you are intentionally "checking in" from my office or if you have a passive LBS app enabled on your phone.

Thanks for giving me the opportunity to be of help to you. I'm looking forward to it.

Lisa Robinson, Ph.D.  
Licensed Psychologist

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## Texas Notice of Privacy Practices

### **Notice of Clinicians' Policies and Practices to Protect the Privacy of Your Health Information**

Your health record contains personal information about you and your health. This information about you that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services is referred to as Protected Health Information ("PHI"). This Notice of Privacy Practices describes how we may use and disclose your PHI in accordance with applicable law, including the Health Insurance Portability and Accountability Act ("HIPAA"), regulations promulgated under HIPAA including the HIPAA Privacy and Security Rules. It also describes your rights regarding how you may gain access to and control your PHI.

We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices. We reserve the right to change the terms of our Notice of Privacy Practices at any time. Any new Notice of Privacy Practices will be effective for all PHI that we maintain at that time. We will provide you with a copy of the revised Notice of Privacy Practices by posting a copy on our website, sending a copy to you in the mail upon request or providing one to you at your next appointment.

### **I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

*Unless the PHI is considered Highly Confidential Information and the applicable law regulating such information imposes special restrictions, Lisa Robinson, PhD may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your CONSENT. To help clarify these terms, here are some definitions: "PHI" refers to information in your health record that could identify you. Treatment is when your clinician provides, coordinates or manages your mental health care and other services related to your mental health care. Payment is when Lisa Robinson, PhD obtains reimbursement for your healthcare or submits claims to an insurance company on your behalf. Health Care Operations are activities that relate to the performance and operation of my practice. "Use" applies only to activities, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you. "Disclosure" applies to activities, such as releasing, transferring, or providing access to information about you to other parties.*

Some examples in which disclosure requires only that you provide written, advanced CONSENT include the following:

- If you are using insurance or another third-party payer, certain information must be shared with them to obtain reimbursement for your health care, to determine eligibility or coverage, and/or to submit health insurance claims on your behalf. Information may include but is not necessarily limited to your diagnosis, dates of service, and type of service. If there is a managed care company, they may require additional information, such as your symptoms and your progress. Once released to insurance/third-party payers, the information is often stored in national computer databases. Patients have the right to restrict certain disclosures of PHI to these companies if the patient pays out-of-pocket in full for the health care service.
- Health care operations include but are not limited to quality assessment and improvement activities, business-related matters such as audits and administrative services, case management and care coordination, saying your name in the waiting room, contacting you by telephone, text, or email to remind you of your appointment, licensing, and conducting or arranging for other business activities (e.g., billing services) provided we have a written contract with the business that requires it to safeguard the privacy of your PHI.
- If required, we may use or disclose your PHI for mandatory public health activities to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, or if directed by a public health authority, to a government agency that is collaborating with that public health authority.
- If required, we may disclose PHI to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies and organizations that provide financial assistance to the program (such as third-party payors based on your prior consent) and peer review organizations performing utilization and quality control.
- As required by law we must make disclosures to the Secretary of the Department of Health and Human Services for the purpose of investigating or determining our compliance with the requirements of the Privacy Rule.

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- Consultations with other health professionals about a case to assist in providing high-quality treatment. During a consultation, every effort is made to avoid revealing the identity of clients and the other professional is only told the minimum necessary to understand the situation and provide feedback. Other professionals are also legally bound to keep the information confidential.
- Extended leave coverage to provide backup for emergencies during Dr. Robinson's absence.
- Other professionals and staff who work at AGCR Psychological Services, LLC may, at times, need protected information for administrative or clinical purposes such as scheduling. All of these people are bound by the same confidentiality requirements under HIPAA.
- Business associates/contracted service providers have access to certain PHI as part of the service procedures. Dr. Robinson's contracts currently include those with therapyappointment.com (online practice management system). For electronic insurance claim submission, Dr. Robinson utilizes either Office Ally or therapyappointment.com. As required by HIPAA, a formal business associate contract with these businesses exists in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. You may obtain a blank copy of this contract.
- Disclosures required to collect overdue fees due to lack of payment for services as discussed in the Agreement. We will only disclose the minimum amount of PHI necessary for purposes of collection.
- For Payment wherein we may use and disclose PHI without authorization so that we can receive payment for the treatment services provided to you. Examples of payment-related activities are: Making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities.
- In the event of an emergency, we may use or disclose your PHI to medical personnel in order to prevent serious harm.
- In the event of a patient's death, we may disclose PHI as mandated by state law, or to a family member or friend that was involved in your care or payment for care prior to death, based on your prior consent. A release of information regarding deceased patients may be limited to an executor or administrator of a deceased person's estate or the person identified as next-of-kin. PHI of persons that have been deceased for more than fifty (50) years is not protected under HIPAA.

## **II. Uses and Disclosures Requiring Authorization**

Other uses and disclosures of your PHI for purposes outside of treatment, payment, and health care operations will be made only with your AUTHORIZATION, unless otherwise permitted or required by law as described in this Notice. You may give written authorization to use your PHI or to disclose it to anyone for any purpose. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when your clinician is asked for information for purposes outside of treatment, payment and health care operations (e.g., referral to another provider, consultation with the client's psychiatrist or other MD, involvement of family members in your care), an authorization will be obtained from you before releasing this information, including releasing of your psychotherapy notes.

Other examples in which disclosure requires that you provide written AUTHORIZATION include the following:

- "*Psychotherapy notes*" are notes your clinician has made about your conversation during a private, group, joint or family counseling session which are kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. Psychotherapy Notes will not be used or disclosed without your written authorization except for use by Lisa Robinson, PhD to provide treatment to you, to defend herself in a legal action or other proceeding brought by you, or as required by law.
- Lisa Robinson, PhD will not accept any payments from other organizations or individuals in exchange for making communications to you about treatments, therapies, health care providers or services unless you have given your written authorization to do so or the communication is permitted by law. In addition, you may be given promotional gifts of nominal value without obtaining your written authorization.
- Federal and state law requires special privacy protections for certain health information about you (*Highly Confidential/Sensitive Health Information*), including AIDS/HIV records, Alcohol and Drug Abuse Treatment Program records and other health information that is given special privacy protection under state or federal laws other than HIPAA.
- Written authorization will be obtained from you before using or disclosing PHI in a way that is not described in this Notice.
- For research, PHI may only be disclosed after a special approval process or with your authorization

You may revoke all such authorities (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) your clinician has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage and the law provides insurer the right to contest the claim under the policy.

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### III. Uses and Disclosures with Neither Consent nor Authorization

*Lisa Robinson, PhD* may use or disclose PHI without your consent or authorization (and in some situations may be legally obligated to disclose PHI in an attempt to protect others from harm) in the following circumstances:

- **Child Abuse:** If there is cause to believe that a minor has been or may be, abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense (i.e., homosexual conduct, public lewdness, indecent exposure, indecency with a child, and improper photography or visual recording) a report must be made within 48 hours to the Texas Department of Protective and Regulatory Services, the Texas Youth Commission, or to any local or state law enforcement agency. Once such report is filed, additional information may be required.
- **Adult and Domestic Abuse:** If there is any cause to believe that an elderly or disabled/vulnerable person is in a state of abuse, neglect, or exploitation, your clinician must immediately report such to the Department of Protective and Regulatory Services or if the alleged abuse, neglect or exploitation occurred in a facility operated, licensed, certified or registered by a state agency (other than the Texas Department of Mental Health and Mental Retardation), to said state agency. Once such report is filed, additional information may be required. A psychologist who makes a disclosure regarding adult or domestic abuse must promptly inform the patient that such a report has been or will be made except if: (1) the psychologist in the exercise of his or her professional judgment believes informing the patient would place the patient at risk of serious harm; or (2) the psychologist would be informing a personal representative and the psychologist reasonably believes the personal representative is responsible for the abuse, neglect or other injury and that informing the personal representative would not be in the patient's best interest as determined by the psychologist in the exercise of professional judgment.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under the state law, and will not be released without written authorization from you or your personal or legally appointed representative, a court order, or an administrative order or similar process. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case. If you are involved in or contemplating litigation, you should consult with an attorney to determine whether a court is likely to order me to disclose information.
- **Serious Threat to Health or Safety:** If a psychologist determines that there is a probability that a patient will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon him/herself or others, the provider may be required to take protective action by disclosing relevant confidential mental health information to medical or law enforcement personnel or by securing hospitalization of the patient.
- **Worker's Compensation:** If you file a worker's compensation claim, records relating to your diagnosis and treatment for which compensation is being sought may be disclosed to your employer's insurance carrier upon appropriate request without your authorization to determine the amount of payment or entitlement to payment.
- **Sexual misconduct:** When sexual misconduct by another mental health professional has been disclosed, a provider is required to report such misconduct to the appropriate licensing board.
- **Complaints/Lawsuits:** If a patient files a complaint or lawsuit against a psychologist (e.g., Licensing Board complaints, lawsuits, any other legal action against a professional license), the professional may disclose relevant information regarding that patient in order to defend him/herself. If a complaint is filed against a provider with the Texas State Board, they have the authority to subpoena confidential mental health information relevant to the complaint. The Texas Behavioral Health Executive Council shall, on its own motion or on the written request of a party to a contested case pending before the Board, issue a subpoena to require the attendance of a witness or the production of books, records, papers or other objects that may be proper for the purposes of the proceeding, if good cause is shown and on deposit of sums with the Board's Executive Director that will reasonably ensure payment of the estimated expenses of the witness or deponent.
- **When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and the state's confidentiality law:** This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.
- **As required by Law:** PHI will be used or disclosed as required by the law. For example, PHI may be disclosed to the U.S. Department of Health and Human Services upon request for purposes of determining whether I am in compliance with federal privacy laws.

If any of these situations arise, every effort will be made to fully discuss it with you before any action is taken, and disclosures will be limited to what is necessary. While this written summary of exceptions to confidentiality are the most common and should prove helpful in informing you about potential problems, there may be additional disclosures of PHI that are required or

Initials: \_\_\_\_\_

permitted by law without your consent or authorization. It is important that you and *Lisa Robinson, PhD* discuss any questions or concerns you may have now or in the future. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed.

#### **IV. Patient's Rights**

- *Right to Request Restrictions* - You have the right to request additional restrictions on certain uses and disclosures of PHI about you. However, *Lisa Robinson, PhD* is not required to agree to a restriction you request, but if she does, she will abide by the agreement (except in an emergency). Any agreement to a request for additional restrictions must be in writing signed by the person authorized to make such an agreement.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* - You have the right to request and receive confidential communication of PHI by alternative means and at alternative locations. You must make your request in writing. I must accommodate your request if it is reasonable, specifies the alternative means or location, and continues to permit us to bill and collect payment from you. For example, you may not want a family member to know that you are being seen by me. Upon your written request, all correspondence can be sent to another alternative address.
- *Right to Inspect and Copy* - You have the right to inspect or obtain a copy (or both) of PHI and psychotherapy notes in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. *Lisa Robinson, PhD* may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. Upon your request, your clinician will discuss with you the details of the request. A reasonable, cost-based fee may be charged for copies.
- *Right to Amend* - You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Your request must be in writing, and it must explain why the information you want amended or for certain other reasons. If I deny your request, I will provide you a written explanation. You may respond with a statement of disagreement to be appended to the information you want amended. If I accept your request to amend the information, I will make reasonable efforts to inform others, including people or entities you name, of the amendment and to include the changes in any future disclosures of the information.
- *Right to an Accounting* - You have the right to receive a list of instances in which your PHI was disclosed for purposes other than treatment, payment, or health care operations. Upon your request, you will be provided with the date the disclosure was made, the name of the person or entity to which the disclosure was made, a description of the PHI disclosed, and the reason for the disclosure. If you request this list more than once in a 12-month period, you will be charged a reasonable, cost-based fee for responding to these additional requests.
- *Right to a Paper Copy* - You have the right to obtain a paper copy of this Notice upon request, even if you have agreed to receive the notice electronically.
- *Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket* - You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for my services.
- *Right to Be Notified if There is a Breach of Your Unsecured PHI* - You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) my risk assessment fails to determine that there is a low probability that your PHI has been compromised. The risk assessment can be done by a business associate if it was involved in the breach. While the business associate will conduct a risk assessment of a breach of PHI in its control, I will provide any required notice to patients and HHS. After any breach, particularly one that requires notice, I will re-assess its privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches.

#### **V. Questions & Complaints**

If you have questions about this notice, disagree with a decision *Lisa Robinson, PhD* has made about access to your records, or have other concerns about your privacy rights, you may contact *Lisa Robinson, PhD* at 713-922-5339. If you believe that your privacy rights have been violated and wish to file a complaint you may send a written complaint to *AGCR Psychological Services, LLC* at PO Box 84224, Pearland, Texas 77584. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. Your clinician can provide you with the appropriate address upon request or you can access information about the complaint process by visiting: <https://www.hhs.gov/hipaa/filing-a-complaint/what-to-expect/index.html>. You have rights under the Privacy Rule and no retaliation will be utilized against you for exercising your right to file a complaint.

Lisa Robinson, Ph.D. (#32216) offers psychological services and is licensed by the Texas Behavioral Health Executive Council, who may be contacted regarding questions and complaints about the practice of psychology at:

Texas Behavioral Health Executive Council  
333 Guadalupe St., Ste. 3-900  
Austin, Texas 78701

Initials: \_\_\_\_\_

**VI. Effective Date, Restrictions and Changes to Privacy Policy**

This notice went into effect on September 1, 2013 and was updated again on November 1, 2020. It will remain in effect until replaced. Lisa Robinson, PhD reserves the right to change our privacy practices and the terms of this notice at any time, provided that such changes are permitted applicable law, and to make the new notice provisions effective for all PHI that is maintained, including medical information created or received before the changes were made. *Lisa Robinson, PhD* will provide you with a revised notice either in person (if possible), by posting on her website, or by US mail. You may request a copy of our notice (or any subsequent revised notice) at any time.

## Texas Notice of Privacy Practices Signature Page

I have obtained a copy of the Texas Notice of Privacy Practices from Lisa Robinson, PhD. I have read and understand my patient rights according to the Privacy Health Information Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**For Office Use Only**

I attempted to obtain written acknowledgement of receipt of my Texas Notice of Privacy Practices Form, but acknowledgement could not be obtained because:

Client refused to sign

Communication barriers prohibited obtaining the acknowledgment

An emergency situation prevented us from obtaining acknowledgement

Client obtained a copy of the Texas Notice of Privacy Practices Form

Other (please specify) \_\_\_\_\_

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

Initials: \_\_\_\_\_



Lisa Robinson, Ph.D.  
AGCR Psychological Services, LLC  
P.O. Box 84224, Pearland, TX 77584  
(T) 713-922-5339  
(F) 833-563-0463

### Psychotherapist-Patient Services Agreement / Informed Consent Agreement – Signature Page

I, the client (or his/her guardian), understand that by signing this Agreement, I hereby agree to enter (or to have the client enter) into therapy with Dr. Robinson. By signature or by placing my name in the field below and selecting the ‘sign’ button, I acknowledge the following:

- I have received a copy of the full-length version of this Agreement (Version 11/1/2020), which includes the Agreement, Texas Notice of Privacy Practices, and signature pages. I understand that a copy of this signature page of the Agreement will be placed in my record as evidence that I have received a copy of the entire document.
- I have read, or have had read to me, and discussed the points in the Agreement with Dr. Robinson, that I have had all my questions answered, that I can choose to discuss any concerns or questions with Dr. Robinson at any time during therapy, and that I both understand and am in agreement with its content and agree to act according with points covered herein.
- I understand that any of the points mentioned in this Agreement may change and that I will be notified if any changes to the Agreement are made.
- I understand that no specific promises have been made to me by Dr. Robinson about the results of treatment, the effectiveness of the procedures used by her, or the number of sessions necessary for therapy to be effective.
- I understand that Dr. Robinson does not provide 24-hour emergency coverage for her clients and that some options for crises requiring immediate attention are listed previously in this Agreement.
- I authorize Dr. Robinson, in the event of her death or disability, to appoint a proper custodian to be responsible for the care and disposition of my records. Please contact either Dr. Laurie Baldwin or Dr. Beverly Walsh (both in the Houston area) about this should you be unable to locate Dr. Lisa Robinson.
- I understand that should I miss a scheduled appointment and fail to contact Dr. Robinson within 14 days to reschedule, Dr. Robinson will accept this as my notice that I wish to terminate this service agreement and psychotherapy with her.
- I authorize Dr. Robinson to provide information to my insurance/managed care company to the extent necessary for them to pay for services/reimburse me.
- I understand that I will be responsible for late cancellation fees, missed appointment fees, and fees for other services as outlined in the Agreement.
- I consent to treatment with Dr. Lisa Robinson for me or the identified client, and I agree to pay the agreed upon fee of \$200 (initial session)/\$175 (follow up sessions) for these services. I agree that this financial relationship with Dr. Robinson will continue as long as she provides services or until I inform her, in person or by certified mail that I wish to end it. I agree that I am responsible for the charges for services provided by Dr. Robinson to me (or the identified client) and understand that full payment for all services is expected at the time those services are rendered unless otherwise stated. I understand that Dr. Robinson reserves the right to terminate services if I do not pay for services rendered and that she has the option to use legal means to secure payment of outstanding debts. I understand that I will be given advance notice if Dr. Robinson’s fees should change in the future.
- I understand I have the right NOT to sign this Agreement and that, should I sign the Agreement, I have the right to withdraw my consent to therapy at any time, for any reason. I also understand that signing this Agreement does not indicate that I am waiving any of my rights.

Appointment Reminders: I authorize TherapyAppointment.com to send advance appointment reminders using my preferred method as marked:

Please initial one option:  Text  Email  Phone Call  None

Authorization for Electronic Communication:

- I understand that using cellular phones, internet email, voicemail, texting, and facsimile machines is not a secure form of communication and thus data may be vulnerable to access or receipt by unauthorized third parties. I authorize Dr. Lisa Robinson to contact me at the phone number I have provided and give her permission to use these devices in responding to my requests during the course of treatment. I also release and hold harmless Dr. Robinson from any responsibility or liability with respect to any error, omission, claim, or loss arising from or in connection with my choice to continue using the internet, nonsecure email, texting, voicemail, or cell phone in communicating with her.
- Your treatment does not depend on consent. You have the right to terminate or amend this agreement at any time. The use of more secure communication methods, such as messaging through TherapyAppointment Patient Portal, is an alternative available if you elect to not give consent to any of the forms of nonsecure communication.

Initials: \_\_\_\_\_

