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Consent Form

Welcome to my practice. This document 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 patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which is attached to this agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before your next session. I can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on 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 have not satisfied any financial obligations you have incurred.

MY SERVICES

My psychological practice designed to meet the needs of children with educational, attentional, and social-emotional difficulties. My services include psychoeducational/psychological evaluations, as well as individual therapy and parent support. Each of these services is detailed below. Although you may have been referred for a specific service, the purpose of this document is to make you aware of the broad range of services that I provide.

PSYCHOEDUCATIONAL EVALUATION

A Psychoeducational Evaluation is performed in order to determine if there is an academic, attentional, behavioral, or emotional issue that may be impacting your child's performance at school or home. A typical evaluation involves a parent interview, school visit where the child is

observed without knowing I am in the class to visit him/her, intellectual, academic, attentional, and behavioral testing. Emotional functioning is screened, and more thorough psychological testing may be recommended. After the testing is completed, I will meet with you to discuss the test results. The cost of the evaluation ranges from \$1500.00 to \$1925.00. Additional services such as a meeting at the school for feedback over the test results will be billed at \$175.00/hour. At the completion of the evaluation, you will be provided with a written report that details my findings. The report typically takes four weeks to prepare. There are times where reports are needed sooner than this; please let me know in advance so that I can plan my schedules accordingly. If you have not received a report after one month from the feedback appointment, please contact me to check on the status of the report.

PSYCHOTHERAPY

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular problems you or your child are experiencing. There are many different methods I may use to deal with the problems that need to be addressed. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, or that of your child's, you or your child may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, improved academic functioning, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience.

If I begin therapy after an evaluation, I will discuss a treatment plan to follow so that you will know what the goals of the treatment are. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. Further, it is important to note that therapy is a two-way relationship and involves a great deal of trust on the part of both parties. Being up front and honest about your concerns is of paramount importance in this relationship. This is important for both parties. In my theoretical orientation, I do not believe that therapeutic techniques are to be a kind of hidden "black box," so to speak. What I do is not a magic trick, to be disguised and kept from public knowledge. I will make every effort to help you understand the art and science of what therapy is, and to my best ability, help you understand the rationale behind my techniques. If you have questions about my procedures, it is important to let me know so that I can be sure that you are fully aware of what to expect and why I am choosing a certain path.

PSYCHOTHERAPY MEETINGS

If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment of 50 minutes duration) per week, or at specified intervals at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment time is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless I both agree that you were unable to attend due to circumstances beyond your control].**

MY BACKGROUND

I am currently a Licensed Psychologist and Licensed Specialist in School Psychology with a background in child and adolescent assessment and therapy. My current areas of expertise include assessment and treatment of Autism Spectrum Disorders, Anxiety Disorders (including Obsessive Compulsive Disorder, Separation Anxiety, Selective Mutism, and Social Phobia), Depression/Mood Disorder, and Learning Disabilities. I also have extensive experience providing services to children and adolescents with attention problems, impulsivity, and similar behavioral issues (such as ADHD).

Prior to moving into community work, I worked as a staff psychologist and clinical assistant professor of psychiatry at Children's Medical Center of Dallas and the University of Texas Southwestern Medical School. In addition to my work with children and families, I provided training to postdoctoral fellows, graduate students, medical students, and psychiatry fellows at the medical school, where I continue to lecture regularly on the subject of developmental disabilities.

Prior to beginning my work at Children's, I completed a postdoctoral fellowship in child psychology at the Center for Autism and Developmental Disabilities at Bradley Hospital and Brown University in Providence, Rhode Island. I also gained experience through numerous internship and practicum opportunities during graduate training, including Children's Medical Center of Dallas, Dallas ISD Youth and Family Centers, Dallas ISD Department of Psychological and Social Services, Austin ISD Department of Special Education, the Austin Travis County Department of Mental Health and Mental Retardation, and Tangram Premier (now ResCare Premier) Residential Treatment Center in San Marcos, Texas.

My undergraduate degree is from the University of Texas at Austin. I have a Master's Degree in School Psychology from Texas State University and a Ph.D. in Psychology from Texas Woman's University. My doctoral dissertation focused on the neuropsychological profiles of children with Autism and Asperger's Disorder. Subsequent publications have focused primarily on subjects within the areas of Autism Spectrum Disorders and Developmental Disabilities.

In addition to my background as a child psychologist, I taught children with special needs as a certified special education teacher in Austin, Texas for 5 years. I continue to hold teacher certifications in the areas of Special Education (pre-K-12) and Secondary Composite Science.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone, and I cannot always answer e-mails right away. When I am not available, I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. It is often better to attempt to reach me by e-mail, with the understanding that sensitive matters should not be discussed over this medium. If you are difficult to reach, please inform me of the times that you will be available. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room. Also, in case of an emergency, you may contact the Suicide and Crisis Center Hotline at 214-828-1000 or Contact Counseling and Crisis Line at 972-233-2233.

PROFESSIONAL FEES

My hourly fee for psychological services is \$175.00. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of us. If you become involved in legal proceedings that require my participation, you may be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. I will accept pre-arranged confirmation of payment by the law firm requesting deposition. However, if the attorneys do not pay for my time, I will expect you to compensate us. Because of the difficulty of legal involvement, I charge \$350.00 per hour for preparation and attendance at any legal proceeding.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless I agree otherwise. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for within 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose

otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

In order for me to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans, 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. 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 information to your carrier.

Once I have all of the information about your insurance coverage, I will discuss what I can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a therapist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. If you provide me with a written authorization to release the record to any specific person, you must revoke the release in writing if you change your mind. For example, if you provide me with a release to provide your confidential information to a physician or another healthcare provider, and then later decide to change providers, you will need to revoke the original authorization in writing. There are certain situations that do not require your consent. Following are some of those examples. It is my practice to provide you with prior notice of the primary examples. Your signature on this agreement confirms your understanding that I do not need your consent in these types of situations.

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important to my work together. I will note all consultations in your clinical record (which is called “PHI” in my Notice of Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that I practice with other mental health professionals and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All of the mental health professionals and administrative staff are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- If a patient seriously threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection, specifically including law enforcement officials. Texas law provides that a professional may disclose confidential information to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical

injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the patient.

There are some situations where I am permitted or required to disclose information without either your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the therapist-patient privilege law. However, I may be required to provide information with your (or your legal representative's) written authorization, a valid subpoena, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it to them.
- If a patient files a complaint or lawsuit against us, I may disclose relevant information regarding that patient in order to defend ourselves.
- If a patient files a worker's compensation claim, I must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have cause to believe that a child under 18 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, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that I make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, I may be required to provide additional information.

- If I determine that there is a probability that the 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, I may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary. This summary of exceptions to confidentiality is not exhaustive.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that I discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you or your child in your clinical record. The clinical record includes information about you or your child's reasons for seeking therapy, a description of the ways in which the problem impacts on you or your child's life, the diagnosis, the goals that I set for treatment, progress towards those goals, medical and social history, treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, billing records, and any reports that have been sent to anyone, including reports to your child's school. Except in unusual circumstances that involve danger to yourself and/or others or when there is a need to protect the integrity of a test I administered, you may examine and/or receive a copy of your clinical record, upon written request. You should be aware that pursuant to Texas law, psychoeducational test data are not part of a patient's record. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I charge a copying fee of \$0.75 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request.

In addition, I also keep a set of psychotherapy notes. These notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of psychotherapy notes vary from client to client, they can include the contents of my conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your clinical record. These psychotherapy notes are kept separate from your clinical record. Insurance companies cannot require your authorization as a condition of coverage, nor penalize you in any way for your refusal. You may examine and/or receive a copy of your psychotherapy notes unless I determine that release would be harmful to your physical, mental or emotional health. If you become involved in litigation, be advised that these psychotherapy notes may be subject to release to other parties pursuant to a valid subpoena or court order.

MINORS & PARENTS

Patients under 18 years of age (who are not emancipated), and their parents, should be aware that the law may allow parents to examine their child's treatment records. Texas law provides that the records may not be released if it is believed to be harmful to the patient to release them.

Furthermore, if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical or emotional abuse, the law provides that a minor may seek treatment on his/her own. I am under no obligation to advise the parent. However, the law allows me to do without consent of the child. I will do so if it is deemed in the best interest of the child. For children between 13 and 18, because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to request an agreement from the patient and his/her parents that the parents consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your clinical record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your clinical record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this agreement, the attached Notice form, and my privacy policies and procedures.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

SIGNED

Patient/Parent

DATE: _____

Jacqueline Hood, Ph.D.

DATE: _____

PATIENT COPY

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SIGNED

Patient/Parent

DATE: _____

Jacqueline Hood, Ph.D.

DATE: _____

Please sign and date this duplicate of Page 10 for my records.

CLINICIAN COPY