

NADYA L.K. TILLUCKDHARRY, PSY.D., LLC

CLIENT CONSENT AND AGREEMENT FOR PSYCHOLOGICAL SERVICES

Please read the following information carefully and in entirety. After you have read and addressed all questions, please sign your name below to accept the terms of this Agreement.

Welcome to the office of Nadya L.K. Tilluckdharry, Psy.D.. This document (the Agreement) contains important information regarding privacy protections and client rights with regard to the use and disclosure of your health information used for the purpose of treatment, payment, and health care operations.

A. CONSENT TO TREAT

As a legally consenting individual, I agree to permit Nadya L.K. Tilluckdharry, Psy.D., LLC to provide treatment and therapy to myself, or my child as applicable. I understand that I have the right to terminate therapy at any time without incurring additional costs.

B. EMERGENCIES

This office operates by appointment only. If there is an emergency, you, as the legally consenting individual should call 911, contact your primary physician, or go to your local emergency room.

C. APPOINTMENTS

When an appointment cannot be kept, Dr. Tilluckdharry should be notified at least 24 hours in advance. Failure to notify will result in payment for the session.

D. RIGHT TO DISCONTINUE TREATMENT

This office has the right to discontinue treatment for any, appropriate reason, including but not limited to, repeated lateness and excessive cancellations (i.e., failure to attend two or more consecutive sessions). In such cases, the client or client's legal guardian agrees to accept full responsibility for pursuing alternate professional mental health care. A letter will be sent informing the client or their legal guardian that treatment is being discontinued.

E. FEES

I understand that I, as the legally consenting individual, am expected to pay for each session at the time it is held. In connection with Nadya L.K. Tilluckdharry, Psy.D., LLC's mission to serve the community and subject to available resources, this office may provide care on a sliding fee schedule to individuals who are unable to pay the usual and customary fee for service. An income determination form and supporting documentation must be provided to the office for consideration of a fee adjustment.

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If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, Nadya L.K. Tilluckdharry, Psy.D., LLC has 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 our disclosure of otherwise confidential information.

F. LIMITS OF CONFIDENTIALITY

The privacy of all communications between a client and a psychotherapist/therapist is protected. In many situations, this office can only release information about your treatment to others if you sign a written authorization form that meets certain requirements. There are other situations that require written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- a. You should be aware that Dr. Tilluckdharry consults with other mental health providers within this building. In most cases, we need to share protected health information with these individuals for both clinical and administrative purposes, such as scheduling, and filing. All the mental health providers are bound by the same rules of confidentiality.
- b. There are some situations where we are permitted or required to disclose information without either your consent or authorization, including but not limited to:
 - i. If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis or treatment, such information is protected by the psychotherapist-client privilege law. Dr. Tilluckdharry cannot provide any information without either:
 1. Your or your legal guardian's written authorization;
 2. Receipt of a subpoena with documentation of satisfactory assurances of notice to the client and a certification that no objection was made by the client, or that the time for filing an objection has elapsed, and no objection was filed, or all objections filed were resolved by the court, and the disclosures are consistent with the resolution; or
 3. A court order.
 - ii. If a government agency is requesting the information for health oversight activities, this office may be required to provide it for them.
 - iii. If a client files a complaint or lawsuit against us, Dr. Tilluckdharry may disclose relevant information regarding that client to defend ourselves.

There are some situations in which Dr. Tilluckdharry may be legally obligated to take actions, which she believes are necessary to attempt to protect others from harm and she may have to reveal some information about a client's treatment, including but not limited to:

- i. If Dr. Tilluckdharry has reasonable cause to suspect that a child under 18 is abused, abandoned, or neglected, or if she has reasonable cause to believe that a vulnerable adult is abused, neglected, or exploited, the law requires that she file a report with the appropriate government agency.

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- ii. If Dr. Tilluckdharry believes that a client presents a clear and immediate probability of physical harm to another, she may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization of the client.

If Dr. Tilluckdharry believes that a client presents a clear and immediate probability of physical harm to himself/herself, she may be required to seek hospitalization for him/her, or to contact family members or others who help provide protection. If such a situation arises; she will attempt to limit our disclosure to what is necessary. Confidentiality issues can be complicated, so if you have any questions about them, please feel free to ask them now or in the future as needed.

G. PROFESSIONAL RECORDS

This office maintains a Clinical Record for each client. It could include information about the reasons for seeking therapy, a description of the ways in which the problem impacts on daily life, the diagnosis, the goals that set for treatment, progress towards those goals, medical and social history, treatment history, any past treatment records that are received from other providers, and reports of any professional consultations. As detailed in this Notice, you may receive a copy of your Clinical Record that are generated, if you request it in writing.

Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that these records are initially review them in the presence of the therapist or have them forwarded to another mental health professional to discuss the contents.

In most circumstances there will be a charge for copying. If this office denies your request for access to your Clinical Records, you have a right of review which will be explained in a letter sent to you, which will also be discussed with you upon request.

In addition, we may also in some cases keep a set of notes called Psychotherapy Notes ("Notes"). These records are specifically defined and carry special protection. They have a very specific meaning under the law. These Notes are for the therapist's use and are designed to assist Dr. Tilluckdharry in providing you with quality care. While the contents of the Notes vary from client to client, they can include the contents of conversations, the analysis of those conversations, and how they impact on therapy. These Notes are kept separate from your Clinical Record. You may receive a copy of the Psychotherapy Notes that are generated if requested in writing. In most circumstances there will be a charge for copying. If your request for access to *your* Psychotherapy Notes is denied, you have a right of review which will be explained in a letter sent to you and, which will also be discussed with you upon request.

H. CLIENT RIGHTS

In addition to the right to obtain copies of the record as discussed above, you are provided with rights, which briefly include the right to amend the information in the record and to request restrictions as to how you are contacted.

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I. MEDICAL EXAMINER'S OFFICE

In the event of my death, I hereby release and hold harmless Nadya L.K. Tilluckdharry, Psy.D., LLC as the custodian of my Clinical Records. A court order will be required as formal request for any medical records.

J. MINORS & PARENTS

Minors generally must have the consent of their legal guardian for non- emergency mental health care. Legal guardians include natural or adoptive parents, legal custodians or guardians, or a Court appointed person acting on the minor's behalf. The legal guardian may have access to the minor children's records in these cases, unless they have agreed in advance to a confidential status between the child and the therapist. That is, if a therapist asks a legal guardian to step out so that the provider may talk confidentially to the minor client, the representative is, in effect, agreeing to a confidential relationship between the child and the provider, and may only know what the conversation was about if the child authorizes it.

The therapist is expected to use professional judgment in these situations and consider the client's best interests when deciding whether to share confidential information with a legal guardian.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

Signature of Client / Parent / Legal Guardian

Date

Name of Client / Parent / Legal Guardian

Client Date of Birth

Description of Parent / Legal Guardian's Authority