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### **PSYCHOLOGIST - PATIENT SERVICES AGREEMENT**

Welcome to the clinical practice of Dr. Cashuna (Shun) Huddleston, a Licensed Psychologist at New Way Psychological Services, PLLC. 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 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 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. Although this Agreement and the separate Notice are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will 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.

### **PSYCHOLOGICAL SERVICES**

*Ages of patients treated:* Within my practice, I treat adolescents, and adults ages 12 and up.

Psychological services may include the following: Initial Evaluation, Individual, Couples, and Family Psychotherapy, Telephone Conferences, Psychoeducational Assessment, Intellectual Assessment, and Personality Assessment. The purpose of psychological services is to promote healthy individual and relational functioning.

You may be coming to see me for a psychological evaluation only, or for an evaluation and psychotherapy. If it is for an evaluation only, the following information regarding psychotherapy may not apply to you.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods that may be used to deal with the problems that you hope to

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address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience temporary 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, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

If you are being seen for a psychological evaluation only, I may see you for a follow-up session for an explanation of my findings upon completion of the evaluation, otherwise the evaluation is a one-time occurrence for the evaluation unless other arrangements are made.

### **Appointments**

The first appointment is an Initial Evaluation that lasts approximately an hour. Individual Psychotherapy and Couples/Family Therapy are 45-minute appointments. Psychological testing sessions are arranged to answer specific referral questions on a case-by-case basis and may involve several hours. Telephone Conferences may be needed between appointments or to coordinate services among professionals.

Psychotherapy is generally relatively brief, however this is not always the case. If psychotherapy is recommended after the Initial Evaluation then a treatment plan is developed based on the goals for treatment. Ongoing evaluation of the treatment goals leads to a decision about lengthening or discontinuing treatment.

### **Fee Policies: Self-Pay Only Practice**

- One time, 15-minute phone consultation: FREE
  - Thereafter, a charge for frequent telephone contacts of longer than 10 minutes will be incurred (\$40 per 15 minute increment)
- Initial Evaluation: \$175
- Individual Therapy and Couples/Family Therapy: \$150
- Parent Consultations Initial Evaluation - required before seeing adolescent/teenager: \$175
- Psychological Assessment: \$175 per hr

- Mediation: \$150 per hr (up to 4 hrs); \$175 pr hr beyond 4 hrs
- Fees will be charged for letters, copies and/or reports requested on your behalf
- If you become involved in legal proceedings that require my participation, you will 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. Because of the difficulty of legal involvement, I charge \$250 per hour for preparation and attendance at any legal proceeding.

*\*\* Concierge Services Are Available on a Case-by-Case Basis And With An Additional Fee \*\**

You will be expected to pay session fees at the time that services are rendered, unless we agree otherwise. You may pay by cash, check, or credit/debit card. If you pay in cash, please bring the exact amount to your visit as I often do not have cash in the office. Please make checks payable to: New Way Psychological Services, PLLC

### **Cancellation and Missed Appointment Policy**

Once an appointment is scheduled, you will be expected to pay at the time of service. I have a 24-hour cancellation policy **and the full visit fee will be assessed if less than 24 hours of notice is provided**. The charge is not punitive and is assessed regardless of the reason of cancellation. If someone cancels late or misses an appointment, there is a loss of income for that session and I am not able to offer that time to someone who may be waiting. Regardless of cause, I require a 24-hour notice on cancellation in order to release you from your responsibility for that time scheduled. Your signature on this agreement indicates that you agree to the terms of this policy and you agree to make prompt payment (within a week) of the charge incurred for a late cancellation/missed appointment. Canceling can be done 24 hours a day by calling the office number and leaving a message of the cancellation. Although I require 24 hours of notice, I ask that you would provide as much notice of a cancellation as possible to ensure smooth business operations. Likewise, I appreciate you contacting me to set up a new appointment. Lastly, repeated “no-show” appointments could result in referring you to another practitioner.

### **Overdue Accounts**

Accounts are considered delinquent after 30 days of non-payment. If an account reaches \$150 of unpaid charges, routine visits will be discontinued until the entire account is paid. Delinquent accounts that go unpaid for more than 90 days will be turned over to a collection agency, with a surcharge of 30% added. Clients will be given 30 days’ notice before their account is turned over to a collection agency.

### **Termination Policy**

All relationships have a beginning, middle, and end. This is true in friendships, business, and psychological treatment. Successful relationships are those in which the participants agree on how each phase will be handled, work together to increase the probability of success, and accept when it is time to end. Translating this philosophy to therapy, it is the position of this office that the patient and doctor should mutually agree when it is time to terminate the therapeutic alliance.

Ideally, this time comes when the patient's treatment goals have been achieved and there is a reasonable expectation that the gains will be maintained. There are, however, circumstances in which there is not mutual agreement, and it is these situations that are addressed below.

#### *Patient Initiated Terminations*

A patient may terminate treatment at any time. At the patient's request, I will furnish three referral sources for individuals or agencies that could continue the patient's treatment.

#### *Psychologist Initiated Terminations*

It is rare that a psychologist would decide to terminate treatment without the patient's consent, but it could happen under the following conditions:

- The goals of treatment have been met and treatment is no longer needed
- The goals of treatment have not been met, and are unlikely to be within a reasonable time frame
- The patient fails to pay fair and negotiated fees
- The patient refuses to cooperate with treatment
- Lack of progress despite appropriate treatment
- Conflict of interest
- Illness or disability of myself or family member requiring a reduction in or absence of work

If I judge that there are reasons to justify termination of treatment (and the patient does not agree), I will:

- Discuss the issues with the patient and give the reasons for termination
- Attempt to correct the problem
- Give the patient sufficient notice to ensure a smooth termination
- Provide the patient with appropriate referrals to qualified individuals
- Offer the patient a termination session
- Mail the patient a letter explaining the termination

A patient may request to be "re-established" as a patient and make appointments if approved by Dr. Huddleston. There may be a delay in when the patient can be seen as the patient has to be worked back into the schedule and there is no guarantee that the time slot that was previously utilized could be accommodated again.

### **CONTACTING ME**

My schedule varies which may increase the chances of my inability to answer the phone during a session. Please do not hesitate to leave a voice mail. I will make every effort to return your call on the same day you make it with the exception of nights/weekends/holidays/vacation. If you are difficult to reach, please leave some times when you will be available or alternate phone numbers where you can be reached.

If you are unable to reach me and feel that you cannot wait for the return call, contact your family physician or the nearest emergency room. If you are experiencing a life-threatening emergency,

call 911 immediately. When I am away for an extended period, I may provide you with the name of a colleague to contact, if necessary.

With regards to electronic communication (e.g., email), please understand that this is a non-secure form of communication, that I may not respond immediately, and that written material from the email will be included in your clinical chart. Additionally, e-mail is not an appropriate form of communication during emergencies. In the event of an emergency, as stated above, please call 911 and/or go to the nearest emergency room.

### **Limits of Confidentiality**

The law protects the privacy of all communications between a patient and a psychologist. 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. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- 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 the patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- 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. Texas law provides that a professional may disclose confidential information only 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 psychologist-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, 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 us to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, 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 your doctor makes 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 we will limit my disclosure to what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we 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 an attorney. In situations where specific advice is required, formal legal advice may be needed.

## **Professional Records**

You should be aware that, pursuant to HIPPA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others, you may examine and/ or receive a copy of your Clinical Record if you request it in writing. You should be aware that pursuant to Texas law, psychological 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 initially review them in my presence, or have them forwarded to another mental health professional so that you can discuss the contents. The exception to this policy are contained in the attached Notice form. 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. 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 our conversations, my analysis of those conversations, and how they impact on your therapy. They

may also contain sensitive information that you may reveal to me that is not required to be included in your Clinical Record. Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. 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.

### **Your 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 the 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.

### **Minors and 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. However, if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical or emotional abuse, the law provides that parents may not access their child's records. For children between 14 and 18, because privacy in psychotherapy is crucial to progress, it is my policy to request an agreement from the patient and his or her parents' consent to give up their access to their child's records. If they agree, during treatment, I will provide them with general information about the progress of the child's treatment, and his or 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.

### **Ethical and Professional Standards**

The ethical guidelines and practice standards published by the American Psychological Association and the Texas State Board of Examiners of Psychologists regulate the practice of psychology.

### **CONSENT TO TREATMENT**

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS. UPON SIGNING THIS AGREEMENT YOU ARE CHOOSING TO ENTER INTO A PROFESSIONAL RELATIONSHIP WITH NEW WAY

PSYCHOLOGICAL SERVICES, PLLC (DR. CASHUNA HUDDLESTON) FOR THE  
PURPOSE OF OBTAINING PSYCHOLOGICAL SERVICES.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responsible Party (if client is a minor)

The information about HIPPA included in this agreement, along with the Texas Notice Form describes your rights with regards to your Clinical Record and disclosures of protected health information. Your signature below serves as an acknowledgement that you have received the HIPPA notice (Texas Notice Form).

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responsible Party (if client is a minor)