Adam Moss, PsyD

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(510) 847-8292

Agreement for Service, Informed Consent, and Client Rights

This Agreement is intended to provide

_____ _____

_____ _____

(herein "Patient(s)") with important information regarding the practices, polices and procedures of Adam Moss (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship between Therapist and Patient(s). Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

Therapeutic Process:
You may ask questions about any procedures used during therapy. I will be happy to explain my approach and methods. If, at any time you are not comfortable with how we are proceeding, please let me know.

Termination:
You have the right to decide not to receive therapeutic assistance from me. You have a right to end therapy at any time without any moral, legal, or financial obligation other than payment of any outstanding balance due.

Therapist reserves the right to terminate therapy at his discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to follow treatment recommendations, conflicts of interest, failure to participate in therapy, patient needs are outside of Therapist's scope of competence or practice, or patient is not making adequate progress in therapy.

You will be encouraged to end therapy in a planned manner. Allow for one or two sessions after the decision to stop. If you wish, I will provide you with the names of other qualified professionals whose services you might prefer.

Confidentiality
One of your most important rights involves confidentiality. Within certain limits, information obtained during therapy will be kept strictly confidential, and will not be revealed to any other person without your permission. However, there are certain situations in which a therapist is required by law to reveal information obtained during therapy to other persons or agencies without your permission, and without necessarily notifying you. These include:

- If you threaten grave bodily harm or death to another person, I am required by law to inform the intended victim(s). If you threaten serious injury or death to yourself, I must notify the appropriate agency, and may notify your family.
- If you reveal information regarding child abuse or neglect or elder abuse or neglect, I am required by law to report this to an appropriate agency.
- If you are in therapy by order of a court of law, results of treatment must be revealed to the court.
- If a court of law issues a legitimate subpoena, I may be required to provide the information specifically described in the subpoena.
- In case of children, information about therapy may be disclosed to caregivers. With adolescents, information will be disclosed only if it is important for the safety or well-being of the adolescent, as determined by the therapist.
- In family therapy, I will maintain the confidentiality of the family, subject to the limitations stated above. It is my practice to encourage honesty and open communication between family members. Accordingly, I will not

keep important information confidential *between* family members, unless I find that there are special circumstances such as the safety of a family member or I believe it would be helpful to the family.

- Family therapy is most successful when there is full disclosure of all issues in the treatment process. We will make the best clinical decision regarding the need for confidentiality and the family members need to be aware of pertinent issues. The health and safety of a child is guiding principal for clinical decisions leading to disclosure of information to other family members.

Availability and Emergencies

Therapist's phone lines are confidential. Messages may be left at any time. Therapist will make every effort to return calls within 24 hours (or by the next business day), but cannot guarantee the calls will be returned immediately. In an urgent situation, you may contact the local Mental Health Crisis Unit (Alameda County) at 800-273-8255. If you are feeling unsafe or require immediate medical or psychiatric assistance, call 911 or go to the nearest emergency room.

Fee and Fee Arrangements

The fee for counseling is $250 per 50-minute session unless otherwise agreed. Sessions longer than 50-minutes are charged for the additional time pro rata. Travel, phone calls (other than for scheduling), email, report writing, consultation with other professionals, or other work will be billed at the hourly rate. Therapist reserves the right to periodically adjust this fee. Patient will be notified of any fee adjustment in advance. You are expected to pay for services at the time services are rendered. Therapist accepts credit card, cash, or check. By agreement, fees may be billed at the end of the month.

Cancellation Policy

You are responsible for payment of the agreed upon fee for any missed session(s) for which you failed to give Therapist at least 24 hours notice of cancellation other than in extenuated circumstances. Cancellation notice should be left on Therapist's phone at 510-847-8292 (or may be made by text to that number).

Insurance

If you intend to use benefits of his/her health insurance policy, inform Therapist in advance. Therapist is not a contracted provider with any insurance company or managed care organization. Therapist will cooperate with client in providing information to an insurance company as requested by patient, but is not responsible for assuring insurance eligibility for services provided. Patient is responsible for obtaining insurance reimbursement, and for verifying and understanding the limits of his/her coverage.

Professional Consultation

Professional consultation is an important component of a healthy psychotherapy practice. As such, Therapist regularly participates in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, Therapist will not reveal any personally identifying information regarding Patient. **Treatment Plan:**

Within a reasonable period of time after the initiation of treatment, we will explain my understanding of your situation and goals, and we will develop together treatment plan including therapeutic objectives and possible outcomes.

Therapist Background and Qualifications:

Therapist is a licensed psychologist in the state of California (PsyD-L 29600) and has specialty training working with children, adolescents, families, couples, and individuals. I can provide you with additional information on my background on request.

Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Patient, and sometimes other family members, discuss issues, events, experiences and memories in order to create positive change so that the patient or family can experience life more fully and with more flexibility. Psychotherapy is a joint effort between Patient and Therapist. Progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors.

Records and Record Keeping

Therapist may take notes during session and will also produce other notes and records regarding Patient's treatment.

These notes constitute Therapist's clinical and business records, which by law, Therapist is required to maintain. Such records are the sole property of Therapist. Therapist will not alter his normal record keeping process at the request of any patient. Should Patient request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right, under California law, to provide Patient with a treatment summary in lieu of actual records. Therapist also reserves the right to refuse to produce a copy of the record under certain circumstances, but may, as requested, provide a copy of the record to another treating health care provider. Therapist will maintain Patient's records for ten years following termination of therapy. After ten years, or ten years after Patient has reached the age of 18, Patient's records will be destroyed in a manner that preserves Patient's confidentiality.

Patient Litigation

Therapist will not ordinarily voluntarily participate in any litigation, or custody dispute in which Patient and another individual, or entity, are parties. Therapist has a policy of not communicating with Patient's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Patient's legal matter. Therapist will generally not provide records or testimony unless compelled to do so. Should Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Patient, Patient agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made himself available for such an appearance at Therapist's usual and customary hourly rate.

Psychotherapist-Patient Privilege

The information disclosed by Patient, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between Therapist and Patient in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. Typically, the patient is the holder of the psychotherapist-patient privilege. If Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, Therapist will assert the psychotherapist-patient privilege on Patient's behalf until instructed, in writing, to do otherwise by Patient or Patient's representative. Patient should be aware that he/she might be waiving the psychotherapist-patient privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. Patient should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

Informed Consent

By signing below, each Patient acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Patient has discussed such terms and conditions with Therapist and has had any questions with regard to its terms and conditions answered to Patient's satisfaction. Patient agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Patient agrees to hold Therapist free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

Authorization to Treat Minor or Self

The below signed authorize Therapist to treat themselves or their child(ren):

Print Names	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Good Faith Estimate- No Surprises Act

The No Surprises Act of 2022 was intended to protect patients from being charged by hospitals and clinics for services they thought were covered by insurance. Unfortunately, the language of the law was written so broadly as to include outpatient psychotherapy. Unless this changes, I am required to provide you with this document. If you have insurance, you may be able to get some portion of your fee reimbursed, depending on the nature of your insurance.

- **Description of the primary service: Psychotherapy**
- **Applicable diagnosis codes, expected service (CPT) codes, and expected charges:**
    - **Diagnosis**: Deferred. See Monthly Statement
    - **CPT Code(s):** 90837, 90847, 90846
    - **Fee:** $250 for each scheduled appointment, unless otherwise agreed
- **Name of Clinician:** Dr. Adam Moss
    - **NPI number**: 1033541628
    - **EIN number:** 824374546
- **List of items or services that you anticipate will require separate scheduling:** NA
- **Estimated services:** I expect that my work with you will require regular and ongoing meetings. Psychotherapy is a deeply personal and individual process, and the frequency of visits can vary over time. Our frequency of meetings will be determined by mutual agreement. Each session will be billed at the fee determined above. There will be no surprise charges for my services, as you participation is entirely voluntary.
- **Cancellation policy:** Unless we agree otherwise, as documented in my cancellation policy above, I will charge you for missed appointments at the fee established above.

Disclaimer: Mandatory Language

This Good Faith Estimate shows the costs of items and services that are reasonably expected for your health care needs for an item or service. The estimate is based on information known at the time the estimate was created.

The Good Faith Estimate does not include any unknown or unexpected costs that may arise during treatment. You could be charged more if complications or special circumstances occur. If this happens, federal law allows you to dispute (appeal) the bill.

If you are billed for more than this Good Faith Estimate, you have the right to dispute the bill. You may contact the health care provider or facility listed to let them know the billed charges are higher than the Good Faith Estimate. You can ask them to update the bill to match the Good Faith Estimate, ask to negotiate the bill, or ask if there is financial assistance available.

You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). If you choose to use the dispute resolution process, you must start the dispute process within 120 calendar days (about 4 months) of the date on the original bill.

There is a $25 fee to use the dispute process. If the agency reviewing your dispute agrees with you, you will have to pay the price on this Good Faith Estimate. If the agency disagrees with you and agrees with the health care provider or facility, you will have to pay the higher amount.

For questions or more information about your right to a Good Faith Estimate or the dispute process, visit www.cms.gov/nosurprises or call 800-985-3059.

Name: _____

Signature: _____

Date: _____