



Concierge Services Program Agreement

This Agreement describes the terms of membership in the Psychology VIP Concierge Services Program offered by Dr. Susan Mendelsohn, P.A. (“Dr. Susie”), d/b/a Fort Lauderdale Psychology Group.

I. Concierge Service Amenities

The Psychology VIP Concierge Services Program provides premier access to Dr. Susie and associated amenities. The program amenities are listed on the attached Summary of Amenities, which may change from time to time.

II. Fees

The current annual fee is \$2550.00 if paid in full upon execution of this Agreement. Alternatively, patients can choose to pay \$2700.00, which may be paid in two separate installments of \$1350.00. The first payment is due upon execution of the Agreement, and the second is due within ninety (90) days thereafter. The Psychology VIP Concierge Services Program reserves the right to increase the annual fee in its sole discretion.

The current six (6) month fee is \$1500.00 if paid in full upon execution of this Agreement. Alternatively, patients can choose to pay \$1650.00, which may be paid in two separate installments of \$825.00. The first payment is due upon execution of the Agreement, and the second is due within ninety (90) days thereafter. The Psychology VIP Concierge Services Program reserves the right to increase the six (6) month fee in its sole discretion.

III. Payment of Fees

The annual fee covers a twelve (12) month membership, which is renewable annually upon payment of the Annual Fee. The six (6) month fee covers a six (6) month membership, which is renewable semi-annually upon payment of the six (6) month fee.

IV. Co-Payments and Non-Covered Services

Medicare and private insurance companies require Psychology VIP to collect applicable co-payments and other charges from patients for health care services. Therefore, you will be financially responsible for the following charges, which are not part of the Annual Fee: (1) Co-payments, co-insurance, or deductibles for any health care services received; and (2) Charges for health care services not covered by health insurance. Dr. Susie will provide a SuperBill to any VIP client who requests one, which the client may in turn submit to their insurer for potential reimbursement. Please note that the discount provided by the VIP Concierge Services Program must be disclosed on the SuperBill under Florida law. Please also note that regardless of whether

a patient intends to submit a claim for potential reimbursement to their insurer, full payment to Dr. Susie is due at the time services are rendered.

V. Termination

You may terminate this Agreement and your participation in the Psychology VIP Concierge Program at any time for any reason upon 30 days with prior written notice to the Program. Psychology VIP may terminate this Agreement and your participation in the Program upon 30 days prior written notice to you – if any of the following occur: (1) you fail to pay the Fees or charges for health care services when due, or (2) you fail to abide by the policies of Dr. Susie and/or the Psychology VIP Concierge Program, or (3) if Dr. Susie refers you to an alternative provider. A copy of Dr. Susie’s policies and ethical disclosures are listed on the attached Psychology VIP Disclosure Statement, which may change from time to time.

The Fee(s) paid to participate in the VIP Concierge Services Program are non-refundable with one exception. Should a patient enroll in the VIP Concierge Services Program who is thereafter terminated without utilizing a predetermined number of sessions, that patient may be eligible to receive a prorated refund of the Fee. More specifically, if a patient enrolled in the annual program has not used ten (10) sessions, or a patient enrolled in the six month program has not used (5) sessions, that patient shall receive a prorated refund at the rate of \$200/hour based on the number of unused sessions up to those predetermined thresholds.

VI. Program Modification/Discontinuation

Dr. Susie may modify the Psychology VIP Concierge Program at any time, including adding or elimination of service amenities. In the event that you no longer wish to participate in the Psychology VIP Concierge Program *after any such modification*, you may terminate your participation in accordance with Section 5. In addition, Dr. Susie may discontinue the Psychology VIP Concierge Program at any time. In the event Dr. Susie discontinues the Psychology VIP Concierge Program, you will receive a refund of a pro-rated portion of the Annual Fee based on the number of days that you have participated in the Psychology VIP Concierge Program.

VII. Entire Agreement

This Agreement contains the complete, full and exclusive understanding of the parties’ agreement and supersedes any and all other oral or written agreements between the parties hereto with respect to this subject matter.



VIII. Governing Law

This Agreement shall be construed and enforced pursuant to the laws of the State of Florida without giving effect to Florida's choice of law provisions, and if any provision is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Agreement.

IX. Non-Assignable

This Agreement is not assignable (by operation of law or otherwise) by either party without the other party's prior written consent, which can be withheld in such party's sole and absolute discretion. Any assignment, or attempted assignment, in violation of the foregoing shall be null and void.



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Summary of Amenities

- VIP patients are entitled to a 25% discount on all psychological services offered by Dr. Susie;
- VIP patients will enjoy access to Dr. Susie within 18 hours of making a request in a unique variety of settings/modalities including: coffee shop, home, road trip and travel options, hospital and surgery companion service, anxiety and depression assessments, mini mental status examinations; career testing; and other locations agreed upon between Dr. Susie and patient;
- VIP patients will enjoy a shorter, 12 hour cancellation policy;
- VIP patients will enjoy priority peak time scheduling (7-10 PM);
- VIP patients will enjoy access to Dr. Susie on Fridays & Saturdays (by request only) and Sundays for emergencies (additional \$25)
- VIP patients will enjoy a significantly reduced fee for travel time to their desired therapy location if not in office. (add \$25 up to 4 miles drive from office); and (add \$50 travel time within 5-10 miles of office).
- VIP patients can communicate with Dr. Susie via text message and emails up to three times a week (3 messages total per week);
- VIP patients can, upon request, be provided with a SuperBill to submit to their insurer for potential reimbursement (PPO insurance only);
- VIP patients will enjoy the ability to schedule sessions with Dr. Susie 48 weeks per year, and Dr. Susie will provide sessions if she is out of town (domestically), when feasible (exception: family or personal emergency); and
- Patients interested in the VIP program can choose to have an initial consultation at Dr. Susie's customary rate to determine if they prefer the VIP program and, if so, 25% of the fee for the initial consultation will be deducted from the annual cost of the program.

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POLICES AND ETHICS DISCLOSURE FORM

I would like to take this opportunity to thank you for choosing me as your VIP psychologist to assist you in developing a more satisfying lifestyle. 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 new 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 these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures during our initial meeting.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Treatment may take on several forms including individual, family, relationships, co-therapy, or group therapy. Psychotherapy is a collaborative relationship which calls for an active effort on your part. In order for the therapy to be most successful, you will be expected to work on things discussed both during our sessions and at home between sessions.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience discomfort like sadness, guilt, anger, frustration, loneliness, and helplessness. Your M.D. may need to add or adjust medication. Adjunct treatments or programs may be recommended.

On the other hand, psychotherapy has also been shown to have invaluable benefits for people who work through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what *you* will experience.

SCHEDULING APPOINTMENTS

After our initial appointment, all clients will be scheduling their own appointments using the online platform, Schedulicity for traditional hours of operation. Those patients requesting appointments outside the traditional business hours, can click the Request Appointment link in the website and a text and email will be forwarded to Dr. Susie to respond to your request. You can find the scheduling links on the VIP website (PsychologyVip.com) and save it to your device for easy access.

VIP THERAPY SESSIONS & CANCELLATION POLICY

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide twelve (12) hours advanced notice of cancellation. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than twelve (12) hours notice, you will be billed for that missed appointment at the *customary rate*. My voice message/text/email have a time and date stamp which will keep track of the time that you contacted me to cancel. Your insurance company will not pay for missed appointments so you will be billed the full fee directly. Although I require a 12 hour cancellation notice, I would ask that you provide as much notice of a cancellation as possible to ensure smooth VIP business operations.

PROFESSIONAL FEES

All fee arrangements have been listed on the Program Agreement above. VIPs will enjoy a 25% discount on all psychological services provided after the initial payment for Concierge services has been made.

In addition to the fees stated above, I charge for other professional services you may need, though I will prorate the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than five (5) minutes, attendance (phone or in person) at meetings with other professionals on your behalf, preparation of records or treatment summaries, and the time spent performing any other service(s) you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Please see my website (PsychologyVIP.com) for all fees relating to legal proceedings under Services/Fees.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, this office has the option of using legal means to secure the payment. This will involve hiring a Collection Agency or going through small claims court. If such legal action is necessary, its costs, including attorney's and court fees will be included in the claim. 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.

There is a thirty-five dollar (\$35) fee for all returned checks.

For VIPs who elect to submit claims to their insurance company for reimbursement, **it is your responsibility** to contact your insurance company for authorization of your benefits for individual, group or couples outpatient psychotherapy *prior* to your first visit with Dr. Susie J. Mendelsohn. It is important that you keep a record of with whom you speak and what you are told regarding your benefits.

CONTACTING DR. SUSIE

Routine, non-emergency situations: I am often not immediately available by telephone. I will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by confidential voice mail that I monitor frequently. I will return your call within twelve (12) hours. Other methods of contacting me for non-emergency situations are text message @ 954.294.7036 or via email @ drsusie@me.com. If our communication exceeds five (5) minutes, please refer to “Professional Fees” section of this contract.

Emergency/Crisis Situations: Please contact your family physician or psychiatrist; go to the nearest emergency room; or call 9-1-1. Do not contact me initially in the event of an emergency. Once you are stabilized please contact me or have someone contact me on your behalf for the continuity of your care. If I will be unavailable for an extended period of time, I will provide you with the name of a colleague to contact, if necessary.

Emergency Commitments (Hospitalizations): In extreme emergencies it may be necessary to require a patient to be transported to a psychiatric hospital for an evaluation. If the patient is willing to go, often a responsible adult can take the patient to the appropriate evaluation center/hospital. If the patient is unwilling to go, you can contact me and I will complete the necessary orders, and the police can transport the patient to the appropriate facility. I will work with you to ensure that all of the necessary steps are taken to assure the patient’s safety and that of others. Depending upon the immediacy of the crisis the following resources may be contacted: emergency services, psychiatric hospital; medical emergency room; managed care crisis manager; other relevant case adjudicator/counselor/worker.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in one set of professional records. They constitute your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that we set for treatment, your progress toward 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 to your insurance carrier. Except in unusual circumstances that involve danger to yourself or others or makes reference to another person unless such other person is a health care provider, and I believe that access is reasonably likely to cause substantial harm to such other person or if information is supplied to me confidentially by others, you or your legal representative may examine and/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. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. (In most situations, I am allowed to charge a copying fee of at least fifty cents per page and for other expenses).

In addition, I also may or may not keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the most effective treatment. While the contents of the Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact your treatment. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record and information supplied to me confidentially by others. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance

companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

The laws and standards of my profession require that I keep treatment records. With a written request, you are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice.

MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records unless I believe that doing so would endanger the child or we agree otherwise. It is my policy to request an agreement from parents to consent to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your 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 them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

PRIVILEGED and CONFIDENTIAL COMMUNICATION

Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act as to protect your privacy even if you do release to me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

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 without his/her Authorization. These situations are unusual in my practice but can occur:

Any communication between a psychologist -and her or his patient or client is confidential. This **privilege may be waived under the following conditions:**

(a) When the psychologist is a party defendant to a civil, criminal, or disciplinary action arising from a complaint filed by the patient or client, in which case the waiver shall be limited to that action.;

(b) When the client agrees to the waiver, in writing, or when more than one person in a family is receiving therapy, when each family member agrees to the waiver, in writing.; or

(c) When a patient or client has communicated to the psychologist a specific threat to cause serious bodily injury or death to an identified or readily available person, and the psychologist makes a clinical judgment that the patient or client has the apparent intent and ability to imminently or immediately carry out such threat and the psychologist communicates the information to the potential victim. A disclosure of confidential communications by a psychologist when communicating a threat pursuant to this subsection may not be the basis of any legal action or criminal or civil liability against the psychologist.

(d) If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team;

(e) If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately.

(f) If you tell me of the behavior of another named health or mental health care provider that has either a) engaged in sexual contact with a patient, including yourself or b) is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires me to report this to their licensing board at the State Dept. of Health. I would inform you before taking this step. If you are my client and a health care provider, however, your confidentiality remains protected under the law from this kind of reporting.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in *couples therapy* with me.

If you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. *Do not tell me anything you wish kept secret from your partner.* I will remind you of this policy before beginning such individual sessions.

Further, I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is 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.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). 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.



PATIENT ACCEPTANCE OF AGREEMENT

I have read and understand the foregoing and wish to enroll in the VIP Concierge Services Program as a:

(CHECK ONE)

- annual (\$2550 in full); OR
- annual (2 payments of \$1350 within 3 months). OR
- six month member (\$1500 in full) OR
- six month (2 payments of \$825 within 3 months)

Patient #1 Signature

Date

Patient Printed Name

Patient #2 Signature

Date

Patient Printed Name

05/11/20