



Anxiety and OCD Treatment Center of Ann Arbor

Providing evidence-based treatment across the lifespan

EVALUATION/ TREATMENT AGREEMENT

Welcome to the Anxiety and OCD Treatment Center of Ann Arbor. This document contains important information about our professional services and business policies. It is important that you read this document carefully and discuss any questions you have with your provider. When you sign this document, it will represent your informed consent for an evaluation and potential treatment and an agreement of policies.

Evaluation Overview

The therapy evaluation is a comprehensive 60 or 90 minute meeting with one of our clinicians, billed to insurance (if your plan is accepted by our providers) or paid out of pocket. This evaluation period will last one to three sessions depending upon the complexity of your individual situation. We cannot determine the number of evaluation sessions required until after the first meeting has been completed. The purpose of the evaluation is to provide a thorough assessment of your potential anxiety and/or OCD symptoms. Our goal is to determine if treatment at our clinic will be helpful to you. Our specialist may determine at the evaluation that our clinic is not the best match for your therapy needs as we provide very specialized therapy, and not all presenting problems require - or benefit from - the therapy that we provide. In these cases, we will provide recommendations for community providers who can deliver evidence-based therapy that will best meet your needs. You will receive a list of our treatment recommendations after the evaluation is complete.

Evaluation Appointment: Wait Time

The wait time for an evaluation will vary depending on your schedule flexibility. **Please note that we only have daytime hours available for new clients.** Any prime time spots (4pm or later, weekends) are given to current clients that are being seen during the day while they wait for a primetime spot to be available. Initial _____

Evaluation vs Treatment

As noted above, we maintain separate waitlists for the initial evaluation and for treatment. If the evaluation determines that therapy at our clinic would be helpful, you may be added to the treatment waitlist. We strive to keep the time between evaluation and treatment as short as possible, though your flexibility with appointment times will largely determine the length of the wait.

Please note that while treatment recommendations will be provided at the end of the evaluation, no treatment occurs during the evaluation. Treatment will begin only after you are assigned an individual provider, if treatment at our clinic is recommended. As noted above, we may also refer you to providers outside our clinic if we believe that would better meet your needs.

By signing, you are agreeing to an evaluation at the Anxiety and OCD Treatment Center of Ann Arbor for yourself/your child. You understand that an evaluation is not a guarantee of treatment and that you may be given alternative recommendations for treatment if our clinical team determines our clinic is not the best fit for your/your child's needs.

Signature

Cancellation Policy

Due to the very high demand for our services and our extensive waiting list, we require 72 hours notice for cancellations for evaluation appointments. This gives our Office Manager sufficient time to schedule another person into the evaluation slot. Late canceling or not showing up to your evaluation appointment interferes with our ability to maximize our clinician's schedules and provide clinical care in the most efficient manner possible. **To minimize the scheduling and financial impact of late cancellations, we require payment of the full evaluation fee if the session is not canceled or rescheduled with at least 72 hours notice. The full evaluation fee for the initial evaluation session is currently \$295 for fully licensed psychologists, \$260 for social workers and limited licensed psychologists, and \$215 for limited licensed social workers. For follow-up evaluation sessions, the late cancel/no show fee is \$230 for fully licensed psychologists/ \$200 for social workers and limited licensed psychologists/ \$175 for limited licensed social workers for appointments before 4 pm on weekdays, and \$280 for fully licensed psychologists/ \$240 for social workers and limited licensed psychologists/\$205 for limited licensed social workers for appointments after 4 pm on weekdays or anytime on weekends.** Insurance will not cover the missed appointment fee. We require a credit card be placed on file prior to the evaluation. If you have questions regarding this process, please contact our Office Manager. We thank you for your understanding.

Once accepted for treatment at our clinic, therapy appointments must be canceled with 24 hours notice. If an appointment is canceled with less than 24 hours advance notice, you will be charged according to the current fee schedule (see below). It is important to note that insurance companies do not provide reimbursement for canceled sessions.

Billing and Payments

Payment is due at the time of service. We require a credit/ debit/FSA card be on file for the payment of copays, deductibles, missed appointments, and other session fees. These fees will be processed post session automatically by our EHR system/office staff or by your provider. We ask that you allow at least 7 days for billing to complete, but it can take longer depending on how

long your insurance takes to process claims. Please refer to the Billing tab and Ledger in your patient portal for all claims and applied payments before contacting the clinic regarding billing questions. It is your responsibility to provide our office with your insurance information, to let your provider/office staff know of any changes to your insurance or payment method on file or to update your insurance or payment method in your patient portal. Please let your provider know if you prefer to pay by cash or check, but note that a card will still be required to be on file in your account. While our clinic may provide an estimate of your insurance coverage, ultimately it is your responsibility to check with your insurance to see if they provide in-network coverage (or out of network reimbursement) prior to the evaluation session and to know what is covered by your HSA/FSA. Contact our office at any time if you think you may qualify for our Sliding Scale program and would like to apply. If using Blue Cross or Blue Care Network insurance for services, Sliding Scale cannot be applied.

You will be expected to pay for each session at the time it is held. Late charges will be added to accounts with any balance over 30 days old. Late Fees are calculated at a rate of 2% monthly. Sessions may be paused after 3 missed session payments. If your account has not been paid for more than 90 days and you have not arranged payment, we have the option of using legal means to secure payment, including collection agencies or small claims. In most collection situations, limited information is released including a client or guarantor's name, phone number, SSN, date of birth, demographic information, billing information, a copy of this agreement and the amount due. If such action is necessary, the cost of \$24 incurred by our clinic will be included in the claim and charged to you.

“Friendly Fraud” Policy

“Friendly fraud” is a term defined as identifying a charge on your credit card as unauthorized by starting a chargeback request. This can result in excessive time spent on the part of our administrative staff in contesting these fraud claims, which can be extremely costly to businesses. We are fully aware that most patients are not realizing that asking for a refund for services rendered by stating an approved charge was unauthorized is technically a financial fraud. Please be aware that the first step to a chargeback process as defined by the Federal Fair Credit Billing Act (FCBA) is to contact the merchant and provide them with an opportunity to clarify any confusion. If you believe that your credit card has been charged erroneously, you must take the following steps before contacting your credit card company for a refund.

- 1) Login to your patient portal and review the financial summary/ledger under the Billing tab which will indicate what days charges were run and how each charge was applied for services.
- 2) Review the this initial treatment agreement form and billing practices that you signed in agreement, prior to participation in treatment with our clinic.
- 3) If you have any questions or concerns after reviewing the portal documentation, please

send an email (phone calls are not sufficient due to the paper trail required under federal law) to frontdesk@anxietyannarbor.com stating you have a question or concern about billing.

If these steps are not followed prior to contacting your bank/credit card company about an unauthorized charge that is deemed as authorized by the card carrier and treatment forms provided at the start of treatment, you will be charged the fees we as merchants are charged for each false fraud claim of \$30. Additionally if we are charged other fees by your bank/credit card company, you are also responsible for reimbursement for these fees. Please be aware under the FCBA, you are also subject to potential banking fees, credit consequences and loss of access to services. Any instance of false fraud claims without taking these 3 steps first, will subject you to loss of ongoing treatment at our clinic.

Insurance Reimbursement

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. Most of our providers currently panel with BCBS and Blue Care Network. You are expected to contact your insurance company prior to service to determine your behavioral health benefits coverage. If at any point it is determined that your benefit doesn't pay for or pay fully for treatment you are responsible for the charges. ****Please note, we are able to bill BCBS and BCN when they are the primary insurance. If you see a therapist outside of our clinic for a different type of treatment, insurance will not cover a session with both our clinician and an outside therapist on the same day. If you see more than one therapist, make sure you do not schedule to see both providers on the same day as one session will not be covered by insurance and will be your responsibility to pay the full session fee.**

None of our clinicians are able to accept Medicaid, Blue Cross Complete, Medicare Plus Blue, BCN Advantage or Healthy Blue Choices insurance.

Out of network services. We do not bill out of network. You will have access to an invoice in the patient portal that you can submit to your insurance company if you are seeking out-of-network reimbursement. We cannot guarantee successful out-of-network reimbursement and strongly encourage you to contact your insurance company prior to services to determine your out-of-network benefits. We are not able to assist with obtaining out-of-network reimbursement beyond providing an invoice of the service received.

Flexible Spending. Proof of service receipts to submit to your flexible spending/health savings account for reimbursement can be found in the Billing Ledger in the patient portal. Instructions for locating the ledger statements can be obtained by contacting the front office. You may be able to use your flexible spending account for reimbursement of therapy or psychiatric services,

however it is your responsibility to confirm eligibility of reimbursement for services provided by an LLMSW, with your specific health savings account.

Late Arrival Fees

This fee will be based on a prorated charge (i.e., a charge for the portion of the session that was missed, calculated based on the full scheduled session cost). For example, if our typical session is 60 minutes (90837) at a rate of \$195 for an LMSW and you arrive 15 minutes late, we reserve the right to charge you for the *difference* of the scheduled session fee and the cost of the time you were in session *in addition to* the time you were present in session; \$195 (90837, 60 minute session)-\$175 (90834, 45 minute session held)=\$20 late fee, in addition to \$175 (45 minute session held). **If you are 10 minutes or more late for an evaluation session, you will likely be asked to reschedule and charged the full fee for the missed session.** Insurance will not pay for the late arrival fee. Insurance will be billed for time spent in session. You will still be responsible for the late arrival fee.

Because there may be insufficient time for treatment or due to insurance billing rules, your provider reserves the right to end the session if you are 15 or more minutes late to a scheduled 45 or 53 minute session or 10 or more minutes late to a scheduled 30 minute session. A full late cancellation fee may be charged.

Contacting Your Clinician

Our clinicians are often not immediately available due to the nature of their work. You can contact your provider through your patient portal, email, or by phone (direct or through the clinic number). Please leave a message for your clinician and they will make every effort to respond within 24 hours (with the exception of weekends and holidays). Should you decide to contact your clinician via email, please note that this is not a secure means of communication and you are accepting the risk associated with transmitting personal information over the internet. Emails should be limited to scheduling, as they are not a means by which our clinicians can provide appropriate clinical care. If you cannot reach your clinician and feel that you have an emergency, call 911 or go to the nearest emergency room and ask for the psychiatrist on call. If your clinician will be unavailable for an extended period of time, you will be notified and provided with contact information for another clinician, if necessary.

Clinician Supervision

Our clinic provides training in evidence-based treatment to limited license clinicians. A limited license clinician is qualified by the State of Michigan to deliver assessment and treatment services under the supervision of a fully licensed provider. You will be notified of the name and contact information of the fully-licensed clinician within our Center who is supervising your clinician.

An LLMSW is defined as a Limited License Master of Social Work, which means they have completed their master's degree and are working toward obtaining the required 2,000 hours of supervised clinical work. All LLMSW cases will be reviewed in supervision with a fully licensed clinical social worker on a weekly basis at the Anxiety and OCD Treatment Center of Ann Arbor. All LLMSW clinicians at the Anxiety and OCD Treatment Center of Ann Arbor have received additional specialized training in evidence-based treatments for anxiety and OCD related disorders.

Observation and Recording

Effective treatment for anxiety disorders and OCD requires specialized, evidence-based methods. Because there are not enough clinicians trained in these approaches to meet the high demand for care, our clinic is committed to training providers in these techniques so more individuals can access effective treatment. One way we do this is through direct observation of treatment sessions, which helps expand clinicians' skills and increase the number of providers able to treat anxiety and OCD.

As a training clinic, your or your child's evaluation or treatment sessions may be observed by other clinicians on staff at the Anxiety and OCD Treatment Center of Ann Arbor for training purposes. All observing specialists are bound by the same confidentiality laws and ethical standards as your primary therapist.

Sessions may also be audio or video recorded to support supervision and training. Recordings will only occur with your prior knowledge and consent. They will only be viewed by your provider and other clinicians at the Anxiety and OCD Treatment Center of Ann Arbor, all of whom are bound by professional ethics and HIPAA privacy laws. Recordings will be kept confidential, securely stored, will not become part of your clinical record, and will be destroyed after treatment is completed.

Senior Training Observation As owners of the Anxiety and OCD Treatment Center of Ann Arbor, Amy Plavnick, LMSW, and Laura Lokers, LMSW, serve as senior training specialists. As part of their role in training clinicians, sessions conducted by Amy Plavnick or Laura Lokers may be observed by other staff clinicians at any time for educational purposes. Observers may be present in person or virtually. If you are scheduled with Amy Plavnick or Laura Lokers and would prefer that your sessions not be observed for training purposes, please let us know prior to your evaluation or treatment and we would be happy to schedule you with a different provider at our clinic.

_____ I understand that clinicians of The Anxiety and OCD Treatment Center of Ann Arbor may observe or video/audio record sessions for purposes of education, training and/or quality of service evaluation. I understand:

1. The observation and recording will only be done by clinic staff for purposes of education, training and quality of service.
2. Consent to observation and recording is voluntary
3. The observation or video/audio recording may be done from within the room or over telemedicine

_____ I understand that I have the right to refuse to allow others to observe or record sessions at any time. I understand:

1. If I do not want sessions observed or recorded, I will inform my clinician prior to session or at any point during session.
2. Refusal to allow observation or recording has no impact on the provision of services

_____ I understand that if I am scheduled with Amy Plavnick or Laura Lokers and do not consent to sessions being observed I will be scheduled with a different specialist at the clinic.

Health and Safety Policy

COVID19/Flu/Norovirus: The health and safety of our clients and staff are very important. While our clinic team will take every reasonable cleaning, sanitizing, and social distancing precaution, our Administrative Team will continue to monitor and follow any updates to CDC or state guidelines regarding Covid19, Influenza or Norovirus. In addition, we ask that all clients please follow these policies when attending sessions in-person at our office.

1. Wearing a surgical mask that covers your nose and mouth is optional. However, there may be instances where Anxiety and OCD Clinic staff may request that you wear a mask for the health and safety of yourself or other clients/staff. Masks are provided for free at the front desk.
2. Contact your provider if you are experiencing any potential Covid19, flu or norovirus symptoms, have tested positive for Covid19 or influenza, or have had direct contact with someone who has recently tested positive for Covid19, influenza or norovirus. It is possible that your session will be switched to virtual or cancelled in this case.
3. You may be requested to take a Covid19 test prior to any prolonged inperson sessions.

The Anxiety and OCD Treatment Center may change these policies based on current CDC guidelines, Covid19 case numbers in the community, or any other reason in order to protect the health and safety of all of our clients. You will be notified if any such changes occur.

The Anxiety and OCD Treatment Center of Ann Arbor and its staff are not responsible for unattended children or the theft/damage to personal belongings on clinic property. We kindly ask for the safety and confidentiality of your child, other patients and clinic staff that children remain

under adult supervision at all times. Parents and guardians may be held responsible for any damages caused outside of scheduled treatment sessions by unsupervised children.

Interruption or Termination of Care

To ensure the continuity of care for all patients, it's important that account balances are kept up to date. If a balance becomes overdue by the equivalent of three or more sessions, services may be temporarily paused. We will always discuss these concerns with you before any treatment plans are changed. You will receive notifications through the patient portal as well as mailed statements outlining the balance and the length of time it has been outstanding. Accounts that remain unpaid for 90 days or more may be referred to collections, if there are no responses to our office. Services can resume immediately once payment has been made or a payment plan has been arranged with the office manager.

In some cases, a mental health practitioner may determine that it is in the client's best interest to end the therapeutic relationship—such as when progress is not being made, or when the concerns fall outside the scope of the provider's expertise. In these situations, we are committed to supporting you by offering referrals and recommendations for alternative care options. It is our greatest concern that we meet your personal treatment goal needs as well as honoring all of our professional ethics.

Client Rights

HIPAA provides you with several new or expanded rights concerning your Clinical Records and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Records 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 view and copy your records. Your clinician will be happy to discuss any of these rights with you. These rights are explained further in the Privacy Notice. If you have a complaint, we encourage you to attempt to resolve it with your clinician. If the resolution is unsatisfactory to you, you may contact the Washtenaw County Recipient Rights Office at (734) 544-3000 and ask to speak with the Rights Officer of the Day.

Release of Information & Confidentiality

In general, the law protects the privacy of all communication between a client and a behavioral health provider. In most situations, we only release information about your evaluation or treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. Please be advised that if you provide an Authorization for your provider to collaborate with those on your care team, you may be responsible for meeting, phone call or extensive email fees to coordinate care. This is including but not limited to your current or past

therapist, psychiatrist, primary care physician, teachers, or specialists. See our list of fees for rates.

Be advised, we must release information without consent in the following situations:

- If a client presents an imminent danger to him/herself, we may be required to seek hospitalization for the client, or contact family members or others who can help provide protection.
- If there is cause to suspect a child under 18 is abused or neglected, or reasonable cause to believe that a disabled adult is in need of protective services, the law requires that a report be filed with the appropriate agency. Once such a report is filed, additional information may be required.
- If there is reason to believe that a client presents an imminent danger to the health and safety of another, we may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim, and/or calling the police.
- Parental involvement is essential to successful treatment and this may require that some private information be shared with parents. It is our policy only to share information that is considered necessary with a minor client's parents. This includes general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Before giving parents any information, this will be discussed with the child, if possible, and an attempt will be made to handle any objections he/she may have.
- Children over the age of fourteen have the right to independently consent to and receive mental health treatment without parental consent and, in that situation, information about that evaluation or treatment cannot be disclosed to anyone without the client's agreement.

Our clinic does not control your information held by your insurance company once claims are billed to your insurance. Your insurance is also allowed to request your records without a signed authorization for review of billing compliance standards. It is important that any questions or concerns that you may have now or in the future be discussed immediately with your clinician or insurance carrier.

Exposure Therapy

Exposure therapy often takes us outside of the therapy office and into the "real world." Even in the therapy office we may be doing real world activities. We may encounter situations in which:

(1) confidentiality/privacy considerations arise (i.e., incidental disclosures according to HIPAA, such as overhearing conversations while social anxiety exposure is being conducted)

(2) potential liability may be a result of your voluntary participation in real world activities via exposure therapy.

Our attached “Release of Liability Waiver” reviews this in more detail. Your initials below indicate that you understand that:

- Your clinician(s) and the Clinic in general cannot ensure complete privacy/confidentiality during exposures.
- You (or your child) may observe other Clinic clients participating in exposures, and will respect their privacy and confidentiality (i.e., not discuss what you observe with others)
- Sometimes clinic staff and/or clinicians other than your primary provider are used as a part of an exposure in session (ie. exposure to having small talk or exposure to giving a speech in front of others). This is a necessary part of treatment and is different than “observation” described above. All clinic staff/clinicians are bound to the same rules of confidentiality.
- You (or your child) are participating in exposure therapy on a voluntary basis, and in no way mandated by the Clinic. You hereby release the Anxiety and OCD Treatment Center of Ann Arbor as well as its staff and clinicians from any claims, demands, and causes of action as a result of your (or your child’s) voluntary participation and enrollment in treatment at our Clinic.

_____ I HEREBY AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE.

Minor Clients

(please initial the appropriate option for your child *****PLEASE READ ALL OF THE OPTIONS*****)

_____ lives with BOTH legal/biological parents/guardians and
(child’s name) there is **NOT** a legal custody agreement in place,

_____ I am the Sole Legal Parent/Guardian of _____ and there is **NOT**
a (child’s name) custody agreement in
place,

_____ I am the Sole Legal Parent/Guardian of _____ and there **IS**
(child's name) a custody agreement in
place,

_____ I am the Joint Legal Parent/Guardian of _____ and there **IS**
(child's name) a custody agreement in
place,

_____ I am the Joint Legal Parent/Guardian of _____ and there is
NOT (child's name) a custody agreement in
place,

therefore I have the legal authority to enter this child into evaluation and therapy and to sign papers on the child's behalf. I understand that if there is joint legal custody with another person, that person will be asked to consent to treatment before treatment can proceed, may be involved in the child's therapy and may receive communication from the therapist. I will provide the Anxiety and OCD Treatment Center of Ann Arbor a copy of any legal custody agreements in place regarding the client.

PROFESSIONAL FEE SCHEDULE*

<u>Type of Service</u>	<u>LLMSW</u>	<u>LMSW/LLP/TLLP</u>	<u>PhD/LP</u>
Initial Evaluation	\$215.00	\$260.00	\$295.00
90832 (<30 minute session)	\$95.00	\$110.00	\$125.00
90834 (45 minute session)	\$155.00	\$180.00	\$205.00
90837 (60 minute session)	\$175.00	\$200.00	\$230.00
90846 (Family session w/o client)	\$175.00	\$200.00	\$230.00
90847 (Family session w/ client)	\$175.00	\$200.00	\$230.00
90839 (60 minute crisis session)	\$200.00	\$240.00	\$270.00
90840 (Additional 30 minutes for crisis session)	\$155.00	\$180.00	\$205.00

* Psychoeducation classes are offered at cost per class. These classes are not covered by insurance. Specific details provided with referrals for classes by your clinician.

**Intensive ERP - If your clinician recommends an intensive ERP program, you will be provided an individual cost estimate based upon your specific needs. This good faith cost estimate will be in compliance with the No Surprises Act.

Other Fees

Form Prep/Letter Writing (per 15 min)	\$50	\$65.00	\$75.00
Rush Fee (Paperwork/letter <48 hour notice)	\$65.00	\$65.00	\$65.00

Communications**

Phone/email (15- 20 minutes)	\$70.00	\$80.00	\$85.00
Phone/email (21-30 minutes)	\$95.00	\$110.00	\$125.00
Phone/email (31-45 minutes)	\$155.00	\$180.00	\$205.00
Phone/email (46-60 minutes)	\$175.00	\$200.00	\$230.00
Coordination of Care/hr	\$175.00	\$200.00	\$230.00
Travel Time (30 minute minimum plus 15 minute increments thereafter)	\$95.00 \$45.00	\$105.00 \$50.00	\$115.00 \$55.00
Mileage	\$0.72/mile	\$0.72/mile	\$0.72/mile
Interactive Complexity	\$20.00	\$25.00	\$30.00
PsyPact State Fee-outside of MI (LP/virtual) - - - - - session		\$25-initial/\$75 first established	
No shows, late cancellations:			
Weekday morning/afternoon	\$175.00	\$200.00	\$230.00
Late Afternoon(4p+)/Evening/Weekend	\$205.00	\$240.00	\$280.00
Returned Check/Bank Fee	\$35.00	\$35.00	\$35.00
Collections Agency -per turnover	\$24.00	\$24.00	\$24.00

Initial Evaluation can be 1-3 sessions. The first session will be at the 90791 rate. At the end of the first meeting the clinician will inform you if further sessions will be billed at a 90791 rate.

**Clinicians will determine whether a phone call meets requirements for a telehealth session or an out of pocket phone call based upon medical code billing guidelines as defined by the AMA/Insurance company. If you have questions regarding these requirements, please discuss with your clinician.

***The rates listed are the base rates before billing in network BCBS/BCN

By signing below I, _____, acknowledge that I
(Print) Client's Full Name or Parent/Guardian name if minor client
understand and accept all the terms in the above agreement for services provided by my
clinician. I also acknowledge that I have received the HIPAA information (Notice of Privacy
Practices) described above.

Client's Signature (required for clients 18 years or older)

Date

Parent or Legal Guardian's Signature (required for minor clients 17 or younger)

Date

Credit Card Consent

I, _____, do consent to allow my provider(s) with the
Anxiety and OCD Treatment Center of Ann Arbor to store my credit/debit/FSA card information on file
for myself and/or my child for the purpose of processing payments for services and/or fees incurred. I
understand that such information will be stored in a secure manner, just as my (or my child's) medical
record is stored securely.

****Please note than an FSA or HSA card CANNOT be used for the purpose of a missed or late
cancellation fee.***

The credit/debit card information I would like my provider to use is as follows:

Visa Mastercard American Express Discover

Client's Name _____

Name on the Card _____

Card Number _____

hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge The Anxiety and OCD Treatment Center of Ann Arbor and any and all clinicians I work with at the Center, located at 2610 W. Liberty, Ann Arbor, Michigan 48103, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, PROPERTY LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE OR ACTIONS, CONDITIONS RELATED TO TRAVEL, THE CONDITION OF THE ACTIVITY LOCATION(S), OR OTHER FACTORS. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless The Anxiety and OCD Treatment Center of Ann Arbor and any and all clinicians I work with at the Center against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If The Anxiety and OCD Treatment Center of Ann Arbor and any and all clinicians I work with at the Center incurs any of these types of expenses, I agree to reimburse The Anxiety and OCD Treatment Center of Ann Arbor and any and all clinicians I work with at the Center as said expenses are incurred.

I acknowledge that The Anxiety and OCD Treatment Center of Ann Arbor and any and all clinicians I work with at the Center and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of The Anxiety and OCD Treatment Center of Ann Arbor and any and all clinicians I work with at the Center.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE The Anxiety and OCD Treatment Center of Ann Arbor and any and all clinicians I work with at the Center AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST The Anxiety and OCD Treatment Center of Ann Arbor and any and all clinicians I work with at the Center FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of The Anxiety and OCD Treatment Center of Ann Arbor and any and all clinicians I work with at the Center, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Undersigned Participant and The Anxiety and OCD Treatment Center of Ann Arbor and any and all clinicians I work with at the Center agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by

limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____

Signature: _____ Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of the participant/client named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____ Relationship to Minor: _____

Signature: _____ Date: _____