

PSYCHOLOGIST-PATIENT SERVICES AGREEMENT

This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new 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 we 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, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information. Although these documents are long and complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us 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

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 we may use to deal with the problems that you hope to 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 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, we 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 us. Therapy involves a 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, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

We normally conduct an evaluation that will last 1 hour. During this time, we can both decide if we are the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, we will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) at a time we agree on, although some sessions may be longer or more or less frequent. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. You will be responsible for this payment. If it is possible, we will try to find another time to reschedule the appointment.**

Please note that we reserve the right to reschedule your appointment if you arrive late in consideration of other patients. If no communication is provided to us, a late appointment will be considered to be equivalent to a missed appointment without notification.

PSYCHOLOGICAL AND NEUROPSYCHOLOGICAL TESTING

If you have been referred to our office for psychological or neuropsychological testing, the process is different than the previously discussed section on psychotherapy. We typically will spend one hour with you (or with the child and guardians) to conduct an initial evaluation that includes a complete history of the problem, symptoms, and a medical and family history, as well as a neurobehavioral evaluation and mental status examination. At the end of this session we will provide our opinion on what tests if any would be helpful in answering the referral questions.

We will then contact your insurance company to determine if psychological or neuropsychological testing will be covered and we will obtain any necessary authorizations. For some insurance companies, this process can take up to several weeks or

months and they may not approve testing. If your insurance company denies an authorization request, we will make every effort to appeal this, but be aware that this may not change the outcome of their decision. We will make our best effort to promptly inform you of the insurance company's decision.

It is also important to note that insurance companies often state that authorization of a claim is not a guarantee and on rare occasions they will ultimately decide not to pay for psychological or neuropsychological testing. If this should happen, you will be financially responsible for the cost of any testing that is completed and an arrangement for payment will need to be negotiated.

Once testing has been approved by insurance, we will contact you to set up a testing session that may last up to several hours. In order to obtain the best results, we will often break up the testing sessions to multiple appointments to ensure optimal results.

After completion of testing, we will arrange for an individual or family session to fully review the test results and recommendations. At this meeting we will also discuss any need to send a report to other treating professionals. You will be provided with a copy of the report following your feedback session. At this time, we will discuss the recommendations, and provide you with options for pursuing the proposed treatment plan.

Once an appointment for testing is scheduled is scheduled, you will be expected to pay for the full time scheduled unless you provide 24 hours advance notice of cancellation. For example, if you are scheduled for a three-hour testing session, and fail to provide us with 24-hour cancellation notice, you (and not your insurance company) will be responsible for paying the full amount. In this example, it would be three hours multiplied by the base hourly cost (\$300) for a total of \$900. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

Please note that we reserve the right to reschedule your appointment if you arrive late in consideration of other patients. If no communication is provided to us, a late appointment will be equivalent to a missed appointment without notification.

Should the patient not be able to tolerate the testing time indicated, then we reserve the right to discontinue testing in order to ensure quality of information being obtained as well as for the well-being of the individual.

POSSIBLE DELAYS IN SERVICES

Please be aware that **if you elect to use your insurance coverage, this may cause a delay in the timeliness of our services. This is outside of our control**, as we do not dictate when a prior authorization will be completed, nor do we control the insurance company's actions. If you do not wish to be delayed, we recommend completing services in a private pay capacity. In the event of a denial of services from your insurance company for a prior authorization, we will assist with escalating the denial for approval.

PROFESSIONAL FEES

Please refer to the intake form (#2 under the new patient tab) which discusses the fees for services rendered. You will be required to sign this binding agreement prior to services being provided. In addition to those stated fees, we charge our standard hourly fee (\$300) for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour (higher hourly fees apply to forensic work). Expedited professional services will be an additional cost (\$350 per hour). Other services include telephone conversations; consulting with other professionals with your permission; preparation of records, reports, or treatment summaries; and the time spent performing any other service you may request of us.

Higher fees apply for forensic or potential/actual court-related work (\$350), and we will not go through insurance for forensic or legal cases. Instead, this cost will be your responsibility and will be directly billed to you. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$350 per hour for preparation and attendance at any legal proceeding. Expedited forensic fees will be an additional cost (\$400 per hour).

CONTACTING US

We are a very busy specialty practice that is credentialed through most insurance companies, and we may not be immediately available by telephone as we may be assisting other patients or on the phone with insurance companies. When we are unavailable to immediately answer your phone, you can reach us by leaving an email or voice mail that we monitor frequently. We will return your message at our earliest opportunity. **Due to our office policies and the nature of our referrals, we make every attempt to document all communications in writing. Thus, email communication is the preferred and quickest manner of communication with our office.** For regular phone calls, we will make every effort to return your call within 24 hours of the day you make it, with the exception of weekends and holidays. Please note that emails and voicemails will be returned in the order they have been received.

If you feel that your call or message is an emergency, please directly call 911 for immediate services.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a neuropsychologist. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Indiana law. However, in the following situations, no authorization is required:

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our patient. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- As required by HIPAA, we have a formal business associate contract with any business associate in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations, individuals and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If you are involved in a court proceeding and a request is made for information concerning the professional services we provided to you, such information is protected by the neuropsychologist-patient privilege law. We 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, we may be required to provide it for them.
- To a coroner or medical examiner, in the performance of that individual's duties.
- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If we have reason to believe that a child is a victim of child abuse or neglect, the law requires that we file a report with the appropriate government agency, usually the local child protection service. Once such a report is filed, we may be required to provide additional information.
- If we have reason to believe that someone is an endangered adult, the law requires that we file a report with the appropriate government agency, usually the adult protective services unit. Once such a report is filed, we may be required to provide additional information.
- If a patient communicates an actual threat of physical violence against an identifiable victim, or evidences conduct or makes statements indicating imminent danger that the patient will use physical violence or other means to cause

serious personal injury to others, we may be required to disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

- If a patient communicates an imminent threat of serious physical harm to him/herself, we may be required to disclose information in order to take protective actions. These actions may include initiating hospitalization or contacting family members or others who can assist in providing protection.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our 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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances where that disclosure would endanger you and/or others, you 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, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a copying fee of \$0.25 per page (and for certain other expenses). If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

In addition, we may also keep a set of Psychotherapy Notes. These Notes are for our own use and are designed to assist us 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, our analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to us that is not required to be included in your Clinical Record. 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.

Testing protocols or copies of tests will not be released due to copyright violations of the test publishers and in accordance with APA guidance for protecting this information. Specific scores can be provided directly to a trained neuropsychologist with a release of information form being completed. Please be aware that requesting this information is redundant as tests have already been interpreted and reported for you during the feedback session.

Due to your records being protected health information, **we will not release any records without an expressed and signed release of information - this includes to your referring provider.** We take protection of your medical records seriously and will not violate HIPAA standards. If you require your information to be released to another party, please be sure to complete the release of information which can be found on this website (under the contact us tab).

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to 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 our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

MINORS & 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. Because privacy in psychological services is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their

access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We 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 we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement.

Timely payment is expected immediately at the completion of our services. If you do not follow through with our arrangements for payment that have been agreed upon (i.e. submitting payment on the agreed due date), we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim. Please note that this may be up to 100% in addition to your remaining principal.

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. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, **you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers by contacting your insurance company directly.**

You should carefully read the section in your insurance coverage booklet that describes mental health and medical services. If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow us to provide services to you once your benefits end. Some insurance companies require authorization of services prior to completing psychological or neuropsychological testing. Please be aware that this can be a timely process and is out of our control. For some insurance companies, this process can take up to several weeks or months and they may not approve testing. If your insurance company denies an authorization request, we will make every effort to appeal this, but be aware that this may not change the outcome of their decision. We will make our best effort to promptly inform you of the insurance company's decision. **It is also important to note that insurance companies often state that authorization of a claim is not a guarantee and on rare occasions they will ultimately decide not to pay for psychological services or neuropsychological testing. If this should happen, you will be financially responsible for the cost of any service that is completed.**

OTHER PROFESSIONALS REQUESTING ATTENDANCE AT SESSIONS

Please be aware that professionals not affiliated with our office that are requesting attendance will need to pay a rate of \$300 or \$350 if expedited (or \$350 if forensic or \$400 if expedited) per hour per individual. This amount billed to the outside professional does not go through insurance, and it is not the patient's responsibility.