

Psychological Evaluation Agreement –For Insurance Submission

Welcome to our practice. This document (the Agreement) contains important information about our professional services and business policies. The law requires that we obtain your signature acknowledging that we have provided you with this information at or before the end of the first meeting. 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 the first meeting. 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 me unless we have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

Psychological Services

We specialize in the assessment, and diagnosis of learning, psychological, and some neuropsychological disorders. By signing this agreement, you are giving consent for yourself or your child to undergo psychological evaluation. A licensed psychologist and/or psychological technician will be performing this evaluation. A psychological evaluation is a comprehensive assessment of cognitive, educational, and social/emotional functioning. Over a period of four to eight hours, standard testing procedures assess various abilities that relate to cognition, learning, memory, problem solving and critical thinking. The evaluation also measures psychological dimensions relating to social and emotional functioning. If you have further questions about the purpose and potential benefits of a psychological evaluation, we will be happy to provide additional information.

The evaluation typically requires one to two sessions. If the evaluation is completed in one session (4-8 hours), a 10-minute break will be provided every hour, or as needed, and there will be a one-hour lunch break. If the evaluation occurs over two sessions (2-4 hours per session), a 10-minute break will be provided every hour, or as needed.

Billing and Payments

It is our understanding that you have chosen to utilize your health insurance to cover the cost of this evaluation in full. Your signature on this agreement verifies that you understand that our preauthorization for this evaluation is not a guarantee that your insurance company will pay for this evaluation. If your insurance company chooses not to pay, you have agreed to self-pay for this evaluation.

Payment schedules for additional professional services (over and above the evaluation) will be agreed upon when they are requested. Dr. Brown's hourly fee is \$200.00. She charges this amount for other professional services you may need. The hourly rate will be broken down for periods of time less than one hour. Other services include supplemental report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and time spent performing any other service you may request. If you become involved in legal proceedings that require Dr. Brown's participation, you will be expected to pay for the professional time even if she is called to testify by another party. Because of the complexity of legal involvement, she charges \$250.00 per hour for preparation and attendance at any legal proceedings.

If your account has not been paid for more than 60 days, and arrangements for payment have not been agreed upon, legal means may be utilized to secure payment. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information released regarding a client's treatment is his/her name, the nature of services provided, and the amount due.

Cancellation Policy and Rescheduling Appointments

A \$90.00 cancellation fee will be billed to you for a cancellation that occurs within 24 hours of the scheduled appointment.

If you need to reschedule an appointment, please do so within 48 hours of the original appointment. There may be situations when Dr. Brown agrees that you were unable to attend due to circumstances beyond your control. Under these circumstances, the \$90.00 fee will be waived. If there is a mental health emergency, the missed appointment will be rescheduled immediately. If you have two late cancel appointments or no shows, Dr. Brown reserves the right to request all future appointments to be scheduled as same day appointments based on availability.

Insurance Reimbursement

If you have a health insurance policy, it will usually provide some to full coverage for a Psychological Evaluation. 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 we find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about coverage, call your plan administrator. We will provide you with any information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, we will be willing to call the company on your behalf.

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 HMO's and PPO's often require authorization before they provide reimbursement for mental health services. These plans are often limit coverage for psychological evaluations. Some clients feel that they need more services after insurance benefits end. Some managed care plans will not allow services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your needs.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes we 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, we 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. We will provide you with a copy of any report we submit if you request it.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above [unless prohibited by contract].

Contact Information and Emergency Procedures

Often we are not available immediately by telephone. We do not answer the phone when we are in a meeting with a client. On days that we are not in the office, we check the voice mail frequently. When we are unavailable, the telephone is answered by an answering machine. We will try to return your call within one business day of receiving it, with the exception of holidays and vacations. If you are difficult to reach, please inform us of some times when you will be available.

Our practice does not have 24 hour crisis availability, support staff, or a psychiatrist. If it is possible you will need crisis services over the course of treatment it is important that you discuss this point with your psychologist as soon as possible. We may recommend that you seek services at an agency that can offer more crisis coverage than can be provided by a private practice. However, in case of an emergency, this is the protocol we follow.

In an emergency, you may try Dr. Brown at the alternate number if it has been provided to you. **If you are unable to reach us and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. In a situation where serious harm may occur, call 911 or get safe transportation to the nearest hospital emergency room.** If you are able to wait for a return call, clients with life-threatening emergencies will be seen immediately, or directed to emergency care. Clients with non-life threatening emergency needs will be seen within six(6) hours or directed to emergency care. Clients with urgent care needs will receive care within 24 hours. If we will be unavailable for an extended time and you provide us with a written request we will provide you with the name of a colleague to contact.

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 physically 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. If you want to review your records and we believe that you seeing your records would be emotionally damaging, we reserve the right to send them to a mental health professional of your choice who can review and explain them to you. In most circumstances, we are allowed to charge a copying fee of \$0.10 per page (and charge 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 to being able to review your notes, you also may add information to them if you believe they contain inaccurate or incomplete information.

Please note that in some cases our files may include information from other treatment providers that clients have given me written permission to obtain. If you have given me permission to obtain such records, we cannot provide them to you if you ask to review your files. Instead, we would ask for you to contact the provider who created the records and obtain copies directly from her or him.

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.

Maintenance of Client Record

Rights Pertaining to Your Client Record

As a client or former client, you may request a copy of your Client Record at any time. In accordance with the Rules and Regulations of Colorado Department of Regulatory Agencies, I will maintain your client record (consisting of disclosure statement, contact information, reasons for visit, notes, etc.) for a period of seven (7) years from the date of termination or last contact. I cannot guarantee a copy of your Client Record will exist seven years after this date.

Exception

When the client is a child, the record shall be retained for a period of seven (7) years commencing either upon the last day of treatment or when the child reaches eighteen (18) years of age, whichever comes later, but in no event shall records be kept for more than twelve (12) years.

Minors

Parent(s) or legal guardians are authorized to provide written informed consent for the evaluation of a minor. However, the psychologist will make every effort to explain the nature and purpose of the evaluation and establish assent from your son or daughter.

Confidentiality

The law protects the privacy of all communications between a patient and a psychologist. 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 HIPPA. **However, in the following situations, no authorization is required:**

- 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 your diagnosis and treatment, such information is protected by the psychologist-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 me to disclose information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, we may disclose relevant information regarding that patient in order to defend ourself.
- If you have filed a worker's compensation claim and we are being compensated for your treatment by your employer or its insurance company as a result that claim, we must provide, upon appropriate request, legally required reports and other information related to your condition.
- We may occasionally find it helpful to consult other health and mental health professional 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 occasionally employ administrative staff. In some cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as 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.

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

- If we know or have reasonable cause to suspect that a child under 18 has been or is likely to be abused or neglected or that an elderly or disabled person has been abused, neglected or exploited, the law requires that we file a report with the appropriate government agency.
- If we determine that the patient poses a direct threat of imminent harm to the health or safety of any individual, including himself/herself, we may be required to disclose information in order to take protective action(s). These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the patient, 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.

If you ever become involved in a legal, divorce, or child custody dispute, you should understand that we will not provide evaluations or expert testimony in court. You should hire a different mental health professional for any evaluations or testimony you require. This position is based on two reasons: 1) our statements may be seen as biased in your favor because we have a therapy relationship, and 2) the testimony might affect our therapy relationship, and this relationship is our first priority.

Sometimes people wonder if they could build a friendship with their therapist after finishing therapy. In your best interest, and in following the American Psychological Association's (APA's) standards, please understand that we can only be your therapist and that we cannot have other roles in your life. For example, the APA ethics code prohibits me from being a close friend to, or socializing with, any of our patients outside of therapy. Similarly, we cannot serve as a professional therapist to someone who is already a friend. It is not ethical or legal for a psychotherapist to have a sexual or romantic relationship or a business relationship with any client during or after the course of therapy.

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

As part of HIPAA compliance, A covered health care provider must permit individuals to request and must accommodate reasonable requests by individuals to receive communications of protected health information from the covered health care provider by alternative means or at alternative locations. Our office uses unencrypted email and computer based communications. By signing this agreement, you are aware that your PHI may be transmitted unencrypted and you are aware that the unintended disclosure could endanger the client. This office uses reasonable safeguards to avoid unintended disclosures.

Complaint Procedures

We endeavor to abide by all the rules of the American Psychological Association (APA) and by those of our state license. Problems can arise in our relationship, just as in any other relationship. If you are not satisfied with any area of our work let me know at once. Our work together will be slower and harder if these concerns are not worked out. We will make every effort to hear any complaints you have and to seek solutions to them. If you feel that we or any other therapist has violated a law or ethical standard of practice please tell me. You can also contact the Board of Examiners of Psychologists for the states of Rhode Island and Colorado.

I have read or had read to me the information in this document and agree to abide by its terms. I acknowledge that I have received the HIPAA *Notice of Psychologist's Practices to Protect the Privacy of Your Health Information* described in this agreement. I have discussed all questions and concerns I have about this document with Dr. Brown and/or a representative of her office and have received satisfactory answers or explanations. I understand that no guarantee or warranty about therapy is being offered or implied. I understand that no specific promises have been made to me by about the results of treatment, the effectiveness of the procedures that may be used, or the number of sessions necessary for therapy to be effective.

Please sign the separate *Acknowledgement of Receipt of Notice of Privacy Practice and Psychological Evaluation Agreement* and return to our office.