

Clinical Services Agreement and Consent Form

Welcome. 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 client 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, which is available on my website, 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 and that you ask questions you have about the procedures at any time so that expectations are clear. Please understand that not all of the services described in this document may apply to you and the services that I have agreed to provide to you/your family.

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 I 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.

If you have any questions or concerns, please feel free to discuss them with me.

SERVICES OFFERED

I will provide services specifically designed to help you (and/or your minor child), or otherwise provide you with referrals to other professionals. My clinical services consist primarily of individual assessments (psychoeducational, psychological, and neuropsychological evaluations) and short-term consultations with individuals, parents, educators, and other related professionals.

APPOINTMENTS

Except for rare emergencies, I will see you (or your child) at the time scheduled. I understand that circumstances (such as an illness or family emergency) may arise which necessitate the occasional cancellation of appointments. In these cases, in order to avoid any misunderstanding, I ask that you speak to me personally and give me as much notice as possible to cancel or reschedule. This will allow me to offer your time to another person. You may be charged my standard hourly rate (see below), for the number of hours scheduled that day (up to 4 hours for a testing appointment) for appointments that are not kept or cancelled with less than 24 hours advance notice. Please note that most insurance companies will not reimburse you for missed appointments.

PREPARATION FOR TESTING

It is important that individuals be able to perform at their best during testing sessions. Please let me know *before you arrive* (and as soon as possible) if the individual to be tested is not feeling well, or is taking any prescribed or over-the-counter medications that I have *not* been told of in advance. In such cases (including leaving necessary prescription eyeglasses at home), the testing session may need to be rescheduled. If we have agreed that the individual to be tested should take regularly prescribed medications prior to testing and they did not do so, we may need to reschedule that session, and you may be charged for a missed appointment if we are not able to complete testing that day as scheduled. Individuals to be

tested should be well rested and should bring snacks for breaks during the testing session. Parents should plan to remain in the office during testing sessions with their minor children unless other (previous) arrangements have been specifically discussed with me.

CONFIDENTIALITY, RECORDS, AND RELEASE OF INFORMATION

Psychological services are best provided in an atmosphere of trust. Because trust is so important, all services are confidential except to the extent that you provide me with written authorization to release specified information to specific individuals, or under other conditions and as mandated by District of Columbia and Federal law and my professional codes of conduct/ethics. These exceptions are discussed below.

TO PROTECT THE CLIENT OR OTHERS FROM HARM. If I have reason to believe that a minor, elderly, or disabled person is being abused, I am required to report this (and any additional information upon request) to the appropriate state agency. If I believe that a client is threatening serious harm to him/herself or others, I am required to take protective actions which could include notifying the police, an intended victim, a minor's parents, or others who could provide protection, or seeking appropriate hospitalization.

PROFESSIONAL CONSULTATIONS. Psychologists routinely consult about cases with other professionals. In so doing, I make every effort to avoid revealing the identity of my clients, and any consulting professionals are also required to refrain from disclosing any information I reveal to them. Unless you object, I do not typically tell clients about these consultations; however, these consultations will be so noted in your Private Health Information. If you want me to talk with or release specific information to other professionals with whom you are working, you will first need to sign an Authorization that specifies what information can be released and with whom it can be shared.

RECORDS. I will review all testing results during our feedback session, and offer you opportunities to review raw testing data with me. You will receive a written report that summarizes my findings, generally within 4-6 weeks after our last face-to-face meeting, provided that all requested records and rating scales have been sent to me as requested. When requested records are provided after the feedback session and testing has been completed, report preparation may take longer. The written report will include a summary and interpretation of all individual testing, as well as my impressions from individual observations and consultations conducted as a part of a comprehensive individual evaluation. Upon your request, I am happy to provide you with a written summary of my impressions from other meetings, consultations, or observations as well, or to provide brief written summaries of the primary results and recommendations pending completion of the written report, but you will be billed for the additional time required to prepare these additional documents, in addition to the comprehensive report, unless expressly stated otherwise by me. I will forward copies of any reports or written summaries to others only with specific, written consent from you. Because of the proprietary nature of testing materials, I will release raw testing data only to other appropriately credentialed professionals except as otherwise required by law. I ask that clients provide me with copies of all records requested as part of the evaluation process. Please see my fee policy, below, for information regarding original records.

LEGAL PROCEEDINGS. If you are involved in a court proceeding and a request is made for information concerning my professional services, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your written authorization, or a court order. However, a court order may force me to reveal information. In that case, I will reveal only the minimally acceptable amount of information. 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. Also, if a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

PAYMENT FOR SERVICES. If necessary, I may seek assistance from an outside party in order to collect payment for services rendered to you. In such cases, any disclosures are limited to the minimum that is necessary to achieve the purpose.

As you might suspect, the laws and professional standards governing these issues are quite complex, and it is important that we discuss any questions or concerns that you (or your minor child) may have at our first meeting, and as they may arise in the course of our work together. If any of these types of situations arise, I will make every effort to fully discuss it with you before taking any action, and I will limit my disclosure to what is necessary. I am not an attorney, however, and you may wish to obtain formal legal consultation if you need specific advice.

ELECTRONIC MEDIA. During our initial phone conversation(s), I requested your permission to leave voice mail messages at the phone number(s) you provided to me, and to correspond by email. If you granted your consent, note that it can be revoked by you at any time. Note, too, that I take reasonable precautions to safeguard the confidentiality of my electronic records and communications, but I cannot guarantee it with absolute certainty. If you have any questions or concerns about the security of our electronic communication(s) or the transmission of confidential information by electronic means at any time, please share them with me. I do not use text messaging to communicate with clients.

WORK WITH MINOR CHILDREN

If a client is under eighteen (18) years of age, the law may provide parents with the right to examine the minor child's records. Privacy, however, is often crucial to successful progress in treatment and valid evaluation results. If, in the course of an evaluation or consultation, a minor child reveals to me information that he or she does not want shared with his or her parents or guardian, I usually do not reveal such information unless I believe that there is a high risk that the minor will seriously harm him/herself or others, and in which case I will notify him or her of my intent to notify his/her parents or legal guardian(s).

FEES

My hourly fee is \$250 per hour for consultations, meetings, observations, and brief psychotherapy. I charge this same fee on a pro-rated basis for telephone calls longer than ten (10) minutes, travel time for out-of-office meetings, and time necessary for record reviews and report preparation. Fees for expert testimony are \$300/hour. Payment in full is due at the end of each appointment.

For comprehensive neuropsychological evaluations, I charge a flat fee of \$3000 unless alternate arrangements have been made. An extensive amount of time is committed and required to provide this kind of service; therefore, I ask that this fee be paid prior to the conclusion of the testing sessions: \$400 is due at the end of the initial interview, and half of the remaining balance is due at the beginning of the first testing session (\$1300), with the remainder due prior to the end of the second testing session (\$1300). This fee/evaluation typically includes a review of records that you provide to me, an initial interview with the referral source (usually a parent or guardian in the case of a minor child), two 3-4 hour testing sessions with your child, limited consultations with other professionals working with you or your child, scoring, preparation of one comprehensive written report, and a 90-minute feedback session and a follow-up phone call (of less than 30 minutes). When routine testing extends into multiple sessions (as is sometimes the case with very young children, for example), no additional fees will be billed. When additional follow-up services are requested subsequent to the evaluation, these additional services will be billed at my standard hourly rate. Examples of some of these circumstances are provided below.

Comprehensive neuropsychological evaluations that also involve more comprehensive social-emotional assessment (including diagnostic instruments as part of an assessment for an Autism Spectrum Disorder), or evaluations involving highly complex histories with more extensive record reviews and/or testing sessions (such as Independent Educational Evaluations (IEE's) or re-evaluations of young adults for high-stakes testing) are usually billed at a higher rate (up to \$3600) to account for the additional time involved for additional social-emotional assessment and/or more extensive record review. If we have discussed the need for more extensive time/testing and you acknowledge that you will be billed at a rate of \$_____ for the evaluation (\$400 after the initial interview, and then an additional \$_____ at the beginning of the first and second evaluation sessions), please initial here: _____.

Concomitantly, I do not charge the full fee for more limited evaluations, such as psychoeducational evaluations, admissions testing, less comprehensive evaluations of very young children, or other kinds of partial evaluations (for example, when re-evaluation with a selected number of measures is requested to evaluate intervention effectiveness, or when there is current, previous testing that I will review but will not repeat as part of my evaluation); unless we have agreed to a flat fee in advance, fees for these services are billed at my hourly rate. If we have agreed to a flat fee for testing, the fees will be:

_____ Initials: _____

Some clients request additional follow-up support, advocacy, or consultation after completion of an evaluation or other services, and/or repeated follow-up calls. These additional services as provided to your or other parties, as well as the time necessary to complete any additional documentation for you (such as additional reports, cover letters, evaluation summaries, or insurance documentation), will be charged at my hourly rate.

If you provide me with original copies of records that I have requested, rather than photocopies, and you want the original documents returned to you, you will be billed at my standard hourly rate for my time spent photocopying your records.

I accept payment in the form of cash or checks. If, during the initial interview, the decision is made not to proceed with an evaluation, only the fee for the interview will be charged. If your checks are returned by my bank because of insufficient funds, all bank charges assessed to me will be added to the amount due. I will inform you of this by whatever means of communication you have already authorized (such as e-mail, telephone, voice mail, fax, and/or US Mail). Please note that additional fees will accrue with multiple failed deposit attempts.

All fees are due at the time of service and as specified elsewhere in this agreement.

PROFESSIONAL JUDGMENT AND THE EVALUATION PROCESS

Neuropsychological, psychological, and psychoeducational evaluation is a process of professional judgment that involves the interplay between current psychiatric diagnostic criteria, educational and scientific models of typical and atypical development, and measurement theory and science (psychometrics). Evaluation data is both qualitative and quantitative. The more sources of data available to me, the better I am able to understand the context of an individual's current difficulties, and the more confidence I can have in my diagnostic formulations.

In providing a comprehensive evaluation report, I will use my professional judgment in determining which information I believe is, or is not, most relevant in documenting my decision-making process and formulating any diagnoses and recommendations, balanced against individuals' rights to privacy and the disclosure of sensitive or irrelevant information. I require all historical information to which you have access and a full disclosure of the individual's diagnostic, treatment, and evaluation history. Inasmuch as I treat all of this information with great sensitivity and regard for individual privacy, I will also use my professional judgment in determining which information I believe to be relevant to the referral questions and diagnostic formulations, since even school-based performance is not typically immune to the impact of other psychosocial factors and contexts in which individuals function. I will provide you with a draft of the evaluation report and, as per HIPAA, I will respond to your written request to amend the evaluation report. I will make every effort to provide complete and accurate information in any evaluation report, but if you request any additional (abbreviated) report summaries or addendums, including revisions to incorporate information provided after the original draft was completed, you may be charged an additional fee, based on my usual hourly rate.

HEALTH CARE INSURANCE

I am not a member of any insurance panels, but you may be eligible for reimbursement from your insurance company for some services provided by me. I do not file insurance claims, but I will provide you with statements that you may submit to your insurance carrier. These statements will include the CPT (procedure) codes, diagnostic codes, and dates/hours of service. I can often give you an estimate of what these may be prior to testing if that is helpful in order to determine what your insurance company may cover. I will also complete any forms as required by your insurance carrier in order to obtain reimbursement for out-of-network services, but *you may be charged for the time involved to complete these forms*.

In order to assist you in obtaining reimbursement for my services, your insurance carrier may require that I provide a clinical diagnosis, or additional clinical information such as treatment plans or summaries, or copies of you/your Child's entire Clinical Record. In such situations, I will make every effort to release only the minimum information that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Although 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 or form that I submit upon your request. By signing this Agreement, you agree that I can provide requested information to your carrier *if/when you choose to file a claim for any services that I have provided to you or your child*.

Also be advised that many insurance plans do not pay for psychological testing or significantly limit the amount of coverage they provide for this kind of service (or other services judged to be primarily educational in nature), even when provided by in-network providers. Public school systems, however, administer individual evaluations to school-age children at no cost to you (as governed by local/state educational agency regulations). I am happy to discuss this with you, or to work with your local school in order to coordinate services.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep clients' Protected Health Information in two sets of professional records. One set constitutes the *Clinical Record*. It includes information about reasons for seeking my professional services; the impact of any current or ongoing problems or concerns; assessment, consultative, or therapeutic goals; progress towards those goals, a medical, developmental, educational, and social history; treatment history; any treatment records that I receive from other providers; reports of any professional consultations; billing records; releases; and any reports that have been sent to anyone, including statements for 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, 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, or may contain information that is protected by federal copyright laws. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so that you can discuss the contents. In most situations, I am allowed to charge a fee for copying of \$.20 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review (except for information provided to me confidentially by others) which I will discuss with you upon request.

In addition, I also keep a set of *Psychotherapy Notes* for most clients to whom I provide even brief or consultative services. These notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of *Psychotherapy Notes* vary from client to client, they can include references to conversations, my analysis of those conversations, and the effects of these conversations on my clients. They also may contain particularly sensitive information revealed to me that is not required to be included in the *Clinical Record* (and information supplied to me confidentially by others). These *Psychotherapy Notes* are kept separate from the *Clinical Record*. *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.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your *Clinical Record* and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your *Clinical Record* 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 a paper copy of this Agreement, the Notice form (available on my website), and my privacy policies and procedures. I am happy to discuss any of these rights with you.

CONTACTING ME

Given my many professional commitments, I am often not immediately available by telephone. If you need to leave me a message, I will make every effort to return your call promptly (within 1-2 business days). If you are difficult to reach, please leave some times when you will be available. Because of the short-term nature of the services I usually provide, I do not typically provide on-call coverage 24 hours per day, 7 days per week, correspond by text messaging, or regularly check/respond to emails outside of standard business hours Monday through Friday. In emergency or crisis situations, please contact your physician, or call 911 and/or go to the nearest hospital emergency room.

CONSENT

Your signature(s) below indicates that you have read the information in this document and agree to abide by its terms, and that you have received the HIPAA notice form described above. Your signature also indicates that you have made every reasonable effort to provide me with complete, true, and accurate information as requested, and that you understand that false, inaccurate, or incomplete information may invalidate any clinical services provided.

Your signature(s) below also indicate that you are legally authorized to provide consent for the services requested. In cases of separation or divorce, consent by all parents/legal guardians (those with legal custody) may be required; if it is required by law, your signature indicates that you have provided me with the contact information for any other party or parties required to provide consent, if you have not already obtained that signature for me.

Your child's signature below indicates that you have discussed the anticipated services with him or her. I will also discuss with your child the services to be provided on the (first) day of service

If any client is no longer a minor, but is dependent upon another party (such as parents/guardians) for payment of services, signatures of all involved parties will be required below (though a signed release of information will be required in order to exchange any additional information with parents if the child is no longer a minor).

 Client or Child's name

 Date

 Client or Parent/Guardian #1 name

 Parent/Guardian #2 name

 Client or Parent/Guardian #1 signature

 Parent/Guardian #2 signature

CONSENT TO TESTING OR CONSULTATION FOR CHILDREN UNDER THE AGE OF 18

My parent(s) (or legal guardian(s)) have discussed with me the purpose of my testing or other work with Dr. James. I understand that Dr. James will be working with me in order to help me at home and/or at school.

I agree to answer Dr. James' questions honestly, but I do not have to answer all of her questions if I am not comfortable sharing certain information with her.

Dr. James has told me that my parents have agreed that she does not have to tell them everything that I say to her if there is anything that I would like to remain private, unless there is a high risk that I will seriously hurt myself or someone else, or someone has caused serious harm to me. In this particular case, Dr. James will tell me if the information must be shared with my parent(s) (or legal guardian(s)) or others.

Child's signature

Date