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## **Informed Consent**

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and raise questions you might have. When you sign this document, it will represent an agreement between us.

### **PSYCHOLOGICAL EVALUATION**

Evaluations begin with an intake appointment, followed by comprehensive testing (usually on a separate date), and a follow up feedback session during which results, diagnoses, and recommendations are discussed. A summary report will be written and sent out to any health care providers or other interested parties (such as schools, etc.) that you designate. Please refer to our brochure on evaluations which describes the process in more detail.

### **PROFESSIONAL FEES**

My hourly fee varies depending on the service (type of testing and length). My current fee schedule is available upon request. In addition to scheduled appointments, I charge for other professional services you may need, though I will prorate the hourly cost if I work for periods of less than one hour. Other services include telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, or any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party.

### **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 which requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I reserve the option of using legal means to secure the payment. There will be a fee of \$25 for any returned checks.

### **INSURANCE REIMBURSEMENT**

I will directly bill insurance plans with which I am contracted; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what psychological services your insurance policy covers. If you have questions about the coverage, call your plan administrator. I will provide you with whatever information I can based on my 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, I will be willing to call the company on your behalf. 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 and what will happen if the coverage is less than your desired level of service. You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information up to and including the evaluation report (in rare cases). Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands.

## CONTACTING ME

I am often not immediately available by telephone. While I am generally in my office during business hours, I will not be able to answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. You may also send secure messages through the patient portal found at [flinthillsneuropsych.com](http://flinthillsneuropsych.com). I will make every effort to return your call or message within two business days. If you are unable to reach me and feel that you can't wait for me to return your call, contact your primary care physician or the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep records. You are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice. Patients will be charged an appropriate fee for any time spent in preparing information requests.

## CONFIDENTIALITY

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission.

But there are a few exceptions:

Champus/Tricare Behavioral Health Clients: Irwin Army Community Hospital's Patient risk manager retains the right to access the medical records or reports that relate to any "incident of potential or real risk."

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

While this summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any concerns that you may have. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

## **Patient Rights and HIPAA Notice**

This notice is effective as of 4/1/2015. We are required by the Health Insurance Portability and Accounting Act of 1996 to maintain the privacy of protected health information, and must inform you of our privacy practices and legal duties. The following paragraphs reflect the requirements of that act. We are required to abide by the terms of the Notice of Privacy Practices that is most current. We reserve the right to change the terms of the notice at any time. Any changes will be effective for all protected health information that we maintain. The revised notice will be posted on the website and available in the office.

**Your Rights:** When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

*Get a paper copy of your medical record:* You can ask for a copy of your medical record and other health information we have about you. We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

*Ask us to correct your medical record:* You can ask us to correct health information about you that you think is incorrect or incomplete. We may say “no” to your request, but we’ll tell you why in writing within 60 days.

*Request confidential communications:* You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address. We will say “yes” to all reasonable requests.

*Ask us to limit what we use or share:* You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

*Get a list of those with whom we’ve shared information:* You can ask for a list of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why. We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

*Get a copy of this privacy notice:* You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

*Choose someone to act for you:* If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.

*File a complaint if you feel your rights are violated:* You can complain if you feel we have violated your rights by contacting us directly. You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/). We will not retaliate against you for filing a complaint.

**Your Choices:** For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, tell us what you want us to do, and we will follow your instructions.

*In these cases, you have both the right and choice to tell us to:*

Share information with your family, close friends, or others involved in your care

Share information in a disaster relief situation

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

**Our Uses and Disclosures:** We typically use or share your health information in the following ways:

*To treat you:* We can use your health information and share it with others who are treating you.

*To run our organization:* We can use and share your health information to run our practice, improve your care, and contact you when necessary.

*To bill for your services:* We can use and share your health information to bill and get payment from health plans or other entities.

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For example, here are situations where we may do so:

- Reporting suspected abuse, neglect, or domestic violence

- Preventing or reducing a serious threat to anyone's health or safety

- Doing research

- Complying with the law (We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.)

  - Working with a medical examiner or funeral director

  - For workers' compensation claims

  - For law enforcement purposes or with a law enforcement official

  - With health oversight agencies for activities authorized by law

  - For special government functions such as military and national security services

- To respond to lawsuits and legal actions (We can share health information about you in response to a court or administrative order, or in response to a subpoena.)

**Our Responsibilities:** We are required by law to maintain the privacy and security of your protected health information. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information. We must follow the duties and privacy practices described in this notice and give you a copy of it. We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html) and [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).