



Bayer NeuroBehavioral Center, PLLC

PATIENT SERVICES AGREEMENT

Welcome to Bayer NeuroBehavioral Center. This document 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 federal law that provides privacy protections and patient rights regarding the use and disclosure of your Protected Health Information (PHI) for the purpose of treatment, payment, and health care operations. HIPAA requires we provide you with a Notice of Privacy Practices for use and disclosure of PHI. 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 sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. 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; unless there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or unless you have not met financial obligations incurred.

PSYCHOLOGICAL SERVICES

Psychological services are not easily described in general statements. *Services may include treatment, cognitive remediation, and/or evaluation (described below).*

Please note, we do **NOT** evaluate children and families for guardianship or custody issues.

NEUROPSYCHOLOGICAL / PSYCHOLOGICAL EVALUATION

Psychological evaluations may be recommended when individuals are experiencing difficulties with thinking, emotions, or behavior that create problems in daily life (work, school, or home). Evaluations are comprehensive and include clinical interview and administration and interpretation of psychological/neuropsychological tests. Information is integrated into a report, rendering a professional opinion and recommendations, which may include treatments options, accommodations for returning to work/school, and/or educational resources.

COGNITIVE REMEDIATION

The goal of cognitive remediation (or rehabilitation) is for you to learn practical strategies and/or compensatory tools to achieve measurable gains to enjoy a more productive and satisfying life. Treatment is goal-oriented and aimed at sustaining independence in social, academic, and occupational areas of life.

PSYCHOLOGICAL TREATMENT

The goal of psychological treatment (or psychotherapy) is to facilitate growth and to improve quality of life. Psychotherapy is tailored to your needs and goals and may focus on the individual, couple, or family. It calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work between sessions on things we talk about. The first few sessions (typically 1-2 sessions) will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what the work will include. If you chose to continue with therapy, sessions are usually scheduled one 50-minute session per week, although this may change based on your needs.

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PROFESSIONAL FEES:

All fee arrangements are discussed prior to the first session. For the first visit (clinical interview), the fee is \$250 (typically 60-75 minutes) to see a psychologist and \$200 to see an LCSW or therapist. Fees for psychotherapy range with psychologist are \$150 for 45-min individual therapy sessions, 175 for 60-minute individual therapy sessions, and \$175 for 45-min couples and/or family sessions. Fees for psychotherapy range with an LCSW or LMHC are \$100 for 45-min individual therapy sessions, 130 for 60-minute individual therapy sessions, and \$130 for 45-min couples and/or family sessions.

Psychological and neuropsychological testing is charged at \$200 per hour. Cognitive remediation is \$150 per 45 minute session. This amount (\$200) is charged on a prorated basis (rounded to nearest 15-minute period) for other professional services you may need, such as report/letter writing and telephone conversations, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request. Payment schedules for other professional services will be agreed to when they are requested.

For medical/legal cases, charges are \$250 per hour for consultation, medical chart/psychiatric file review, and diagnostic interviews. The fee for legal deposition is \$500 per hour (2 hour minimum) and \$300 per hour (2 hour minimum) preparation. There is a 50% retainer fee prior to initiating services.

BILLING AND PAYMENTS

Payment is due at the time of service, and a credit card must be placed on file at the first appointment, unless an alternate arrangement has been agreed upon or unless you have insurance coverage that requires another arrangement. Returned checks will be assessed a \$15 office administrative fee, as well as any bank charges.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon. Additional fees may be applied. We have the option of using legal means to secure the payment. This may involve hiring an attorney or collection agency or going through small claims court which will require disclosure of otherwise confidential information. In most collection situations, the only information released is patient's name, the nature of services provided, and the amount due. By signing this agreement, you are acknowledging responsibility of debt and are agreeing to a limited waiver of confidentiality allowing disclosure of your information to a collection agency/attorney, to the extent sufficient for collection purposes only.

INSURANCE REIMBURSEMENT

Due to the rising costs of health care, insurance benefits have increasingly become more complex. Some insurance plans require advance authorization, without which they may refuse to provide reimbursement for mental health services. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (co-insurance) or a flat dollar amount (a co-payment) to be covered by the patient. Your portion will be required to be paid at the time of the appointment. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. You are responsible for knowing your coverage and for letting us know if/when your coverage changes.

If using insurance, you should also be aware that most insurance companies require you to authorize your provider to give them a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-5. There is a copy in the clinic and we will be glad to let you see it to learn more about your diagnosis, if applicable.). Sometimes we must 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. All insurance companies claim to keep this information confidential. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

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If your provider is not a participating provider for your insurance plan, you will be given a receipt for services, which you can submit to your insurance company for reimbursement. Please note that not all companies reimburse for out-of-network providers. If you prefer to use a participating provider, we attempt to give you a referral to a colleague.

CANCELLATION & MISSED APPOINTMENT POLICY

In order for us to meet the needs of our patients, it is important for patients to arrive on time for scheduled appointments or provide at least 24 hours advance notice of cancellation. A “late cancellation” occurs when an appointment is not cancelled/rescheduled with at least 24 hours notice. Late cancellations (less than 24 hour notice) will be subject to a **\$50 fee** for therapy or feedback appointments. A “missed appointment” occurs when someone does not arrive for an appointment and has not cancelled the appointment in advance. Missed appointments will be subject to **\$100 fee** for therapy or feedback appointments. **Please note that for testing appointments** (which are scheduled for longer periods), the fees will \$100 for late cancellation and \$200 for missed appointment.

It is important to note that insurance companies do not provide reimbursement for cancelled or missed sessions. By signing this agreement, you agree to this policy and authorize Bayer NeuroBehavioral Center to use payment information on file to charge applicable fees. If there is no information on file, you agree to make prompt payment.

CONTACTING YOUR PROVIDER

Routine, non-emergency situations: Due to the clinic schedule, your provider may not be immediately available by telephone. We will make every effort to return your call on the same day you make it, with the exception of evenings (after 5:00pm), weekends, and holidays.

Medical Emergencies: In the case of a medical emergency, call 911 or go to nearest emergency room. If an emergency occurs at Bayer NeuroBehavioral Center and family is not present, 911 will be called.

Emergency/Crisis Situations: If you experience a mental health related emergency during clinic hours, please call the office number (850-226-7666) and let us know you need immediate help. If your emergency occurs outside of business hours, or if you feel that you cannot wait for a return call, you should call your physician/psychiatrist or go to the emergency room at the nearest hospital.

ELECTRONIC COMMUNICATION POLICY

In order to maintain clarity regarding use of electronic communication, Bayer NeuroBehavioral Center has the following policy. Although various electronic communication are preferred in society, many of these common modes of communication may put your privacy at risk and can be inconsistent with the law and with the standards of psychology profession. If you have any questions about this policy, please feel free to discuss this with your provider.

- *Email Communications:* Email communication will be used only with your permission and only for administrative purposes unless we have made another agreement. That means that email exchanges should be limited to setting and changing appointments, billing matters and other related issues. **Please do not email your provider about clinical matters.** You should also know that any email correspondence can become a part of your legal medical record. Signing this agreement indicates that you understand and agree to this policy.
- *Text Messaging:* We do not use text message nor do we respond to text messages from patients unless specific arrangements have been made.
- *Social Media:* We do not communicate with, or contact, any patients through social media platforms like Twitter and Facebook. We also will not accept friend requests from current or former patients.

LIMITS ON CONFIDENTIALITY

The policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. You have been provided with a copy of that document (the last two pages on this document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

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PROFESSIONAL RECORDS

The laws and standards of the profession require that Protected Health Information (PHI) is kept about you in your Clinical Record. This PHI includes information about your reasons for seeking services, a description of the ways in which your problem impacts your life, your diagnosis, the goals we set for treatment, your progress toward your goals, your medical and social history, your treatment history, and past treatment records received from providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone. Your information is kept in a secure electronic health record (EHR 24/7) or in a secure paper chart. 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. For this reason, it is recommended that you initially review them in the presence of your provider or have them forwarded to another mental health professional so you can discuss the contents. In unusual circumstances involving potential danger to you or others or if it is believed that access to your record is reasonably likely to cause substantial harm to you, your request may be denied. If I refuse your request for access to your records, you have a right of review through a private attorney (except for information provided to your provider confidentially by others), which will be discussed with you upon request. In most situations, Bayer NeuroBehavioral Center is allowed to charge a copying fee of \$1.00 per page.

PATIENT RIGHTS

HIPAA provides you with specific rights with regard to your Clinical Record and disclosures of PHI. You have been provided with a copy of that document (Notice of Privacy Practices- pages 5-6) and have discussed those issues. Please remember that you may reopen the conversation with your provider at any time.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child’s treatment records unless your provider believes that doing so would endanger the child or an alternate agreement is made. Because privacy in psychological services is often crucial to successful progress, particularly with teenagers, it is our policy (at times) to request an agreement from parents that they consent to give up their access to their child’s records. If they agree, during treatment, general information will be provided about the progress of the child’s treatment, and his/her attendance at scheduled sessions. A summary of the child’s treatment will be provided when treatment is complete. Any other communication will require the child’s Authorization, unless your provider feels that the child is in danger or is a danger to someone else, in which case, the parents will be notified of the concern. Before giving parents any information, your provider will discuss the matter with the child, if possible, and do their best to handle any objections he/she may have.

YOUR SIGNATURE BELOW INDICATES THAT

- You have read this Psychologist-Patient Services Agreement.
- You agree to its terms.
- You acknowledge that you have read the HIPAA Notice Form for FL described above (pg 5-6).
- You agree BNBC can provide and obtain requested information to and from a third party payer.

Please check the boxes below if you would like to receive a copy of any of the following documents.

- Psychologist-Patient Services Agreement (this document)
- HIPAA Notice Form for Florida
- Patient Request for Accounting for Disclosures of Health Information
- Request for Confidential Handling of Health Information
- Release of Information Form

Signature / Date

Signature of Parent or Legal Guardian / Date

Printed Name
Rev. March 2020

Printed Name of Parent or Legal Guardian

FLORIDA NOTICE FORM**Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information**

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- “PHI” refers to information in your health record that could identify you.
- “Treatment, Payment and Health Care Operations”
 - *Treatment* is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
 - *Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - *Health Care Operations* are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business matters such as audits and administrative services, and case management and care coordination.
- “Use” applies only to activities within my [office, clinic, practice group, etc.] such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of my clinic/ practice such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment or health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your Psychotherapy Notes. “Psychotherapy Notes” are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse** – If I have reasonable cause to believe that a child has been abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child’s welfare, the law requires that I report such knowledge to the Florida Department of Child and Family Services.
- **Adult and Domestic Abuse** – If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report that to the Central Abuse Hotline.
- **Health Oversight** – If a complaint is filed against me with the Florida Department of Health on behalf of the Board of Psychologist, the Department has the authority to subpoena confidential mental health information from me relevant to the complaint.
- **Judicial and Administrative Proceedings** – If you are involved in a court proceeding and a request is made about the professional services I provided you or the records thereof, such information is privileged under state law, and I will not release information without your written consent or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety** – If I determine, or pursuant to the standards of my profession should determine, that you present a serious danger of violence to yourself or another, I may disclose information in order to provide protection against such danger for you or the intended victim.

- **Worker's Compensation** – I may disclose protected health information regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

IV. Patient's Rights and Psychologist's Duties

Patient's Rights:

- **Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations** – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. On your request, I will send your bills to another address.)
- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- **Right to Amend** – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. Upon request, I will discuss with you the details of the amendment process.
- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI. On your request, I will discuss with you the details of the accounting process.
- **Right to a Paper Copy** – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Psychologist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will post notice in my office.

V. Questions and Complaints

If you have questions, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, you may contact me by phone 850-226-7666 or discuss during your appointment time.

If you believe that your privacy rights have been violated and wish to file a complaint with me/my office, you may send your written complaint addressed to me at 3 Vine Avenue, Fort Walton Beach, FL 32548. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.

VI. Effective Date, Restrictions, and Changes to Privacy Policy

This notice went into effect on April 14, 2003. I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice by posting the revisions in the waiting room for 30 days.