



PINEYWOODS

PSYCHOLOGICAL SERVICES

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ASSESSMENT 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 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 sometimes complex, it is very important that you read them carefully. 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.

PSYCHOLOGICAL ASSESSMENT SERVICES

Psychological testing assessment includes a wide range of services, including but not limited to:

- Psychodiagnostic assessment to identify diagnosis and treatment recommendations.
- Cognitive assessment for evaluation of dementia or general cognitive/intellectual functioning.
- ADHD evaluation for identification of attention impairment and recommendations about treatment and academic accommodation.
- Police, security, and first responder evaluations.
- Pre-surgical evaluations for medical procedures.

Psychological assessment is often a part of the therapeutic process, but is not itself considered to be for treatment purposes. Therefore, it is not expected that you will have any improvement or changes in your symptoms following the assessment. At the same time, having a better understanding of the origin of your symptoms can at times make people feel somewhat better.

MEETINGS

Evaluations can usually be completed in 1 to 2 sessions, each lasting a few hours each. Some referral questions require more extensive assessment, which will be discussed at the initial interview. If you are unable to make an appointment, please call as soon as possible to reschedule. **Once an appointment is scheduled, you will be expected to provide 24 hours advance notice of cancellation so another patient can be seen during that time. If you fail to provide advanced notification of cancellation, you will be charged a no-show fee of \$190. It is important to note that insurance companies do not provide reimbursement for no-show sessions.**

PROFESSIONAL FEES

Fees for assessment services are as follows:

Initial consultation session (90 minutes)- \$190

Assessment- \$150/hour

The total time for an assessment includes the time involved in face-to-face interview and testing, as well as report writing and providing feedback on the assessment results. This fee usually includes a complete report, which in most cases will be made available to the referral source. A summary of this report can be made available to you directly. If you need additional copies of the report (such as for other providers, schools, etc) a release of information will be required.

If you become involved in legal proceedings that require our participation, you will be expected to pay for all professional time, including preparation and travel costs. [Because of the difficulty of legal involvement, we charge \$200 per hour for preparation and attendance at any legal proceeding.]

Please make checks payable to *Pineywoods Psychological Services*. There will be a returned check fee of \$25. Our office accepts all major credit cards.

BILLING AND PAYMENTS

You will be expected to pay for the initial diagnostic evaluation (\$190) at the time of the appointment. The remainder of the assessment fee must be paid by the time of the feedback session.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, our office has 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 me to disclose otherwise confidential information. In most collection situations, the only information released 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.

INSURANCE REIMBURSEMENT

Dr. Kroll is an in-network provider for Tricare, CHAMPVA, Medicare, and Medicaid. For all other insurance companies, she is an out-of-network provider. Dr. McCleary is out-of-network for all companies. If you have a health insurance policy, it may provide some coverage for mental health treatment and assessment. You will need to find out what reimbursement your policy allows for out-of-network providers. Our office staff will fill out forms and provide you with whatever assistance they can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of professional fees at the time of the session. It is very important that you find out exactly what out-of-network 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 the coverage, call your plan administrator. Specifically, inquire about reimbursement for the following procedural codes completed by a Licensed Psychologist:

90791- Psychiatric Diagnostic Assessment

96101- Psychological Testing, per hour by a psychologist

63103- Psychological Testing, per hour by computer

CONTACTING YOUR PROVIDER

Due to our provider's work schedules, they are often not immediately available by telephone. The office telephone is answered by the Office Manager or voicemail. We will make every effort to return your call on the same day, with the exception of weekends and holidays. If you are

difficult to reach, please inform us of some times when you will be available. If you are unable to reach your provider and feel that you can't wait for a return call, contact your family physician or the nearest emergency room and ask for the mental health provider on call. *Please remember that, unless we agree to begin treatment following the assessment, we are not entering into a treatment relationship and we will not generally be available for treatment assistance.*

LIMITS ON 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 HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- Your provider 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 your identity. The other professionals are also legally bound to keep the information confidential. If you don't object, your provider will not tell you about these consultations unless she feels that it is important to your work together.
- You should be aware 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 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.
- We also have contracts with other mental health providers. As required by HIPAA, we have a formal business associate contract with this/these business(es), in which it/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 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 a patient seriously threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. Texas law provides that a professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the patient.

There are some situations where we are permitted or required to disclose information without either your consent or Authorization:

- 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 without a court order. However, if a court order is filed, we must provide any and all information in our records about your care. 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 prior to continuing with assessment services.
- 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 a provider, we may disclose relevant information regarding that patient.
- If a patient files a worker's compensation claim, we must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

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 I may have to reveal some information about a patient's treatment.

- If we have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that we make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, we may be required to provide additional information.
- If it is determined that there is a probability that the patient will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon him/herself, or others, we may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and will limit my disclosure to only what is necessary to ensure safety of those involved.

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 able to provide legal advice. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of the Psychology profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. 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 my 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 up to \$2 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 your request.

PATIENT RIGHTS

HIPAA provides you with several expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that we 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 policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and privacy policies and procedures.

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. However, if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical or emotional abuse, the law provides that parents may not access their child's records.

Please provide a copy of any applicable court orders that clarify the individual(s) who has/have the authority to agree to mental health services for the minor child. In most cases, we will need to consult with both parents/custodians to obtain consent for treatment.

YOUR SIGNATURE ON THE CONSENT FOR TREATMENT FORM INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Rev. 4/21

Consent for Assessment

I authorize and request that Pineywoods Psychological Services complete any mental health assessment and/or diagnostic procedures which now or during the course of my care are advisable. I understand that the purpose of these procedures will be explained to me upon my request and subject to my agreement. I also understand that this assessment procedure is not intended as treatment and I do not expect to have any improvement in my symptoms. I know that I can end the assessment at any time before the completion of the report if I wish and that I can refuse any requests or suggestions made by Pineywoods Psychological Services. I understand that this evaluation will be for the purposes of assessment only, and no therapy or treatment will be provided or implied. By signing below, I am indicating that I have read and understand the forms in the information packet and the informed consent statement above, and that any questions I have about this document and/or the assessment process have been answered to my satisfaction. I am hereby agreeing to enter into a professional evaluation with Pineywoods Psychological Services and will be responsible for the payment of all professional fees.

Patient signature _____ Date _____

Full Name (please print) _____