

# **BRAND & KELTON-BRAND, PH.D., P.A.**

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## **PSYCHOLOGIST OFFICE POLICY & PATIENT SERVICES AGREEMENT**

Please read this Policy Statement carefully and sign the Statement of Understanding at the end.

Please initial each highlighted section.

Welcome to our practice. 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 privacy protections and 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 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 already taken action in reliance on the agreement between us.

### **LIMITS OF CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a psychologist. In most situations, your doctor 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 doctor may occasionally find it helpful to consult other health and mental health professions about a case. During a consultation, your doctor makes every effort to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the information confidential. If you don't object, your doctor will not tell you about these consultations unless your doctor feels that it is important to our work together. Your doctor will note all consultations in our Clinical Record (which is called "PHI" herein).
  
- ! You should be aware that we employ administrative staff. In most cases, your doctor needs to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. Our staff has been given training about protecting your privacy and has agreed not to release any information outside of the practice without the permission of a professional staff member.
  
- ! Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where your doctor is 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. Your doctor cannot provide any information without your (or your legal representative's) written authorization, or a court order, or if your doctor receives a subpoena of which you have been properly notified and you have failed to inform your doctor that you oppose the subpoena. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order your doctor to disclose information.
- ! If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, your doctor may be required to provide it for them.
- ! If a patient files a complaint or lawsuit against your doctor, he/she may disclose relevant information regarding the patient in order to defend him/herself.
- ! If a patient files a worker's compensation claim, and your doctor is providing necessary treatment related to the claim, he/she must, upon appropriate request, submit treatment reports to the appropriate parties, including the patient's employer, the insurance carrier or an authorized qualified rehabilitation provider.
- ! When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and the state's confidentiality law. This includes: narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions, such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

There are some situations in which your doctor is legally obligated to take action, which your doctor believes are necessary to attempt to protect others from harm and your doctor may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- ! If your doctor knows, or has reason to suspect that a child under 18 is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that your doctor file a report with the Department of Child and Family Services. Once such a report is filed, your doctor may be required to provide additional information.
- ! If your doctor knows or has reasonable cause to suspect, that a vulnerable adult has been or is being abused, neglected, or exploited, the law requires that your doctor file a report with the central abuse hotline. Once such a report is filed, your doctor may be required to provide additional information.
- ! If your doctor believes that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to society, your doctor may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or seek hospitalization of the patient.

If such a situation arises, your doctor may choose to discuss it with you before taking any action and your doctor will limit his/her 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, and we are not attorneys. In situations where specific advice is required,

formal legal advice may be needed.

## **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, your doctor keeps information about you in two sets of professional records. One set constitutes your PHI. It includes information about your reason for seeking therapy, a description of the ways in which your problems impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that your doctor receives from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Your doctor will provide a typed report for testing evaluations, which is included in the fee and is considered part of your PHI. Except in unusual circumstances that disclosure would physically endanger you and/or others, or makes reference to another person (other than a health care provider) and your doctor believes that access is reasonably likely to cause substantial harm to such other person, you may examine and/or receive a copy of your PHI, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers.

For this reason, your doctor recommends that you initially review them with him/her or have them forwarded to another mental health professional so you can discuss the contents. Our regular fees apply to these meetings. In most circumstances, your doctor is allowed to charge a copying fee of \$1.00 per side of page (and for certain other expenses). Postage and/or shipping costs will be the responsibility of the individual/agency requesting the records. An invoice reflecting these charges will be sent and payment will be due upon receipt of the invoice.

Your doctor may withhold copies of your records until payment of the copying fees have been made. The exceptions to this policy are contained in the attached Notice form. If your doctor refuses your request for access to your PHI, you have a right to review, which your doctor will discuss with you upon request.

Copies of PHI will only be released with written consent from the patient if he or she is over 18 years old, from a legally designated representative for an impaired adult, and/or from the parent or legal guardian if the patient is under 18.

Your doctor will obtain written authorization for PHI in any way that is not described in this notice.

Your doctor also keeps a set of "Psychotherapy Notes." These Notes are for your doctor's use and are designed to assist him/her in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of conversations, your doctor's analysis of these conversations, and how they impact on your therapy. They may contain particularly sensitive information that you may reveal to your doctor that is not required to be included in your PHI. They also include information from others provided to your doctor confidentially. These Psychotherapy Notes are kept separate from your PHI. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies and attorneys, without your written, signed authorization. Insurance companies cannot require your authorization as a condition of coverage and not penalize you in any way for your refusal to provide it. At your doctor's discretion, this information could only be released with your written, signed Authorization.

Your doctor will obtain written authorization for PHI for marketing purposes (e.g., sending newsletters or communications to you about new services being offered).

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) your doctor has already acted in reliance on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

## **PATIENT RIGHTS**

HIPPA provides you with expanded rights with regard to your PHI and disclosures of protected health information. These rights include requesting that your doctor amend your PHI due to factual inaccuracies, requesting restrictions on what information from your PHI 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 the Notice form. Your doctor is not obligated to amend clinical interpretations or diagnostic impressions.

Requests for edited versions of evaluation and testing reports, letters, treatment summaries, requests for accommodations, etc. will be provided only at the sole discretion of your doctor and will incur an additional fee. Your doctor reserves the right to decline such requests.

If you have any questions, you should ask your doctor to discuss any of these rights with you.

## **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 PHI. Children between 13 and 17 may independently consent to (and control access to the records of) diagnosis and treatment in a crisis situation. Parents/guardians are encouraged to inform the doctor of important occurrences and concerns in the child's life. This agreement provides that during treatment, your doctor will provide parents only with general information about the patient's attendance at scheduled sessions, his/her level of participation and the progress of the treatment. Any other communications will require the child's Authorization, unless your doctor feels that the child is in danger or is a danger to someone else, in which case, your doctor will notify the parents of his/her concerns. Because privacy in psychotherapy is often crucial to successful progress (particularly with teenagers) and parent's involvement is also essential, it is usually our policy to discuss with minors (over 13 years) and their parents about access to information. Before giving parents any information, your doctor will discuss the matter with the child, if possible, and do his/her best to handle any objections that they may have.

## **FEES AND PAYMENTS**

Payment in full is expected at the time of each visit. Fees for therapy and consultations are based on a 45-minute session. Fees for psychological testing are based on a prearranged flat fee that you were informed of prior to the evaluation. An additional hourly fee (minimum of 1 hour) will be charged for the time to review and/or integrate the data from any previous evaluations done by someone other than Dr. Brand into the new report. The evaluation fee includes a typewritten report which includes and interprets the data and offers recommendations. No information regarding the results and recommendations of the evaluation nor the typed report will be released until the balance is paid in full. There are no exceptions to this policy. Please note that fees for inpatient and outpatient services may differ for the same service. Your doctor may charge you for services such as telephone calls, consultations with other professionals and networking with other ancillary support systems for you and/or your family. You will be informed when such fees will be assessed, which will be based on a percentage of our hourly rate. You may request a monthly statement of your account for your own records and tax purposes and we will be happy to provide you with this.

## **FORENSIC FEE**

Note that if your doctor must be involved in a legal proceeding pertaining to the professional services that are provided to you, he/she must be paid a forensic fee.

Forensic fees are based on an hourly rate. This fee applies to all services connected to legal proceedings, including, but not limited to, chart review, telephone conversations, pre-deposition meetings, depositions, and court appearances. Out of office services will be charged on a portal-to-portal basis.

A retainer must be paid in advance, which will be based on an estimate of a minimum of two hours for review of records and three hours of portal-to-portal forensic services. The retainer is nonrefundable if the services take place regardless of how much time is used. If additional time is required, an invoice reflecting any balance owed to the psychologist will be sent to the individual/agency requesting the services and will be due upon receipt.

The retainer fee is nonrefundable if the forensic services are canceled within two business days of scheduled services and an additional retainer will be required if services are rescheduled. If services are canceled prior to two business days of the scheduled services, the retainer will be applied to the rescheduled services.

No verbal, written or electronic information will be provided without the written consent of the adult patient in question or legal guardian, if the patient in question is a minor or legally dependent adult. The only exception is if there is a signed court order by a judge specifically directing the psychologist to provide that information.

Test information, such as manuals, protocols, test stimuli, questions, answer sheets, and questionnaires as well as raw psychological test data, which includes raw scores, data entered in computer software, and computer-generated reports, will not be released as per the ethical code of the American Psychological Association and Florida Psychological Association. Public dissemination of this information may harm the public interest because it may lead to misuse of assessment techniques and data as well as affect responses of future test populations. This effect could result in the loss of valuable assessment tools to the detriment of both the public and the profession of psychology. Test publishers have an interest in the protection of test information and the psychologist has an ethical, contractual, and/or other legal obligation (e.g., copyright laws) to protect the integrity and security of test information and data, including protecting the intellectual property, by not disclosing such information. If this information is required, the requesting legal entity must provide the name of a licensed psychologist to whom this information will be sent. This will only be done if there is written consent from the legal adult patient or legal guardian, if the patient is a minor or legally dependent adult, or a signed court order from the judge directing the psychologist to do so.

### **CANCELLATION & MISSED APPOINTMENTS**

Twenty-four-hour notice of cancellation is required for all appointments. Failure to keep a scheduled appointment or failure to cancel an appointment more than 24-hours in advance will result in a charge of the full normal fee for the expected time and/or service. This fee is your responsibility and must be paid by you. Insurance companies will often not reimburse for a missed appointment.

### **OVERDUE ACCOUNTS**

In cases where a balance is due, statements are mailed to each patient during the first week of each month reflecting the services rendered, payments received, and adjustments made during the previous month. Since payment is due at time of service, any account with a balance above \$0 is immediately considered overdue. Failure to pay in a timely manner may result in cancellation of further appointments and services. If your account balance is overdue 30-60 days, you consent to allow us to send your account to a collection agency and/or for legal action and you agree to be responsible for any additional legal and collection agency fees for the collection of the account.

### **INSURANCE COVERAGE**

We are not providers in any insurance networks and do not file any insurance in this office. You are responsible for the fees for the services provided at the time of service regardless of whether and how much your insurance company reimburses you. Part of your treatment or evaluation expenses may or may not be covered by your health insurance. Finding out this information is your responsibility. You will be provided with a receipt for each session, which you may submit to your insurance company for reimbursement. This statement contains the necessary information that most insurance companies require for reimbursement. Completing insurance forms and filing for insurance reimbursement is your responsibility.

We are not Medicare providers; therefore, you will not be reimbursed any money if you are covered by Medicare.

### **EMERGENCIES**

In case of a true emergency call 911 or go to the nearest emergency room. If there is an urgent matter, please call the office telephone number. All urgent calls will be relayed to your doctor through our secretary or voice mail and he/she or the covering doctor will get in touch with you as soon as possible. In the event that you are unable to reach your doctor in a psychiatric emergency, contact the emergency room of your local hospital and ask for the psychiatrist on call or call the Henderson Clinic (954) 731-5100, Nova University Clinic (954) 678-2273, South County Mental Health Center (561) 495-0522 or 45th Street Mental Health Center (561) 844-9741.

## **TELEPHONE CALLS**

If you are at a point in your therapy that requires more frequent contact than was originally arranged, please discuss with your doctor about arranging additional therapy sessions. Telephone calls should not be used as a substitute for face-to-face therapy. Calls that last more than 5 minutes will be billed at a percentage of the normal 45-minute rate for therapy.

## **ETHICS AND PROFESSIONAL STANDARDS**

The doctors in this practice are committed to uphold the most responsible ethical and professional standards possible and are accountable to you. If you have any questions or concerns about your course of contact with your doctor, please discuss these issues with your doctor. In signing this contract, you are agreeing that should you have any dissatisfaction(s) or concern(s) about your evaluation and/or treatment, or should you wish to contract with another mental health professional for services, that you will do your best to indicate that you are making a change and why you wish the change to be made. If you are unhappy with your services here and need help finding additional or alternative assistance, the doctor will do his/her best to help you locate a more suitable referral or mental health resource.

## **RISK/BENEFIT**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many methods that your doctor may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about during our sessions and at home. Psychotherapy has been shown to have many benefits. Psychotherapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress, but there are not guarantees of what you will experience. There are risks that could potentially occur. For example, examining one's issues, relationships, patterns, past and current realities, may bring up or exacerbate distressing feelings like sadness, guilt, anger, frustration, loneliness, and helplessness; behavior management procedures often first result in a worsening of behavior before improvement is observed; couples therapy may lead to dissolution of marriage; and sometimes more intensive treatments might be required such as medication, hospitalization or residential placement/boarding school.

During the school year, problems at school or at home may arise that interfere with a child or teenager's academic performance, social relationships, and family harmony. Psychological evaluations help to clarify the nature of these difficulties and, more importantly, generate specific recommendations for intervention. Evaluations are also used to help with eligibility and placement in the school system for various special services (such as Gifted, Learning Disabled and AD/HD), private school admission, and for being able to make recommendations to teachers and educators to help address the child's, teenager's or adult's problems. Evaluation techniques include interviews, testing, questionnaires, review of previous data and/or talking to important people in the patient's life. Evaluations may consist of several components, which include assessment of intellectual, academic, perceptual, processing, memory, learning, executive functioning, visual-motor integration, attention, behavior, history (pre-, peri- and post-natal experience, medical, developmental, social, educational and family), emotional and interpersonal functioning, language and adaptive functioning. Evaluations are often comprised of one or more of these components depending

on the age, types of problems that the patient presents and what types of questions the patient, parents, school or physician needs to have addressed. Evaluations may also have potential risks associated with it. They can elicit anxiety regarding performance and the findings may affect self-esteem of the patient and cause distress in the parents/guardian and/or patient.

Your doctor will do his/her best to minimize risks. The doctor will offer impressions, guidance and suggestions. You should evaluate this information along with your own opinions as to whether the evaluation and/or psychotherapy is tailored to your needs and whether you feel comfortable working with your doctor. Psychotherapy and evaluations involve a large commitment of time, money, and energy, so you should be very careful about the psychologist you select. If, during the course of your evaluation or therapy, you have any questions about the nature of your therapy (i.e., goals, procedures, etc.) assessment or about your billing statement, please feel free to discuss them with the doctors whenever they arise. If your doubts persist, your doctor will be happy to help you set up a meeting with another mental health professional for a second opinion.

**STATEMENT OF UNDERSTANDING AND CONSENT TO PARTICIPATE:**

**Please ask before signing below if you have any questions about PsychoEducational/Psychological Evaluations, Psychotherapy, Fees, Office Policies, Privacy Issues or Patient Requests. Your signature indicates that you have read the Office Policy Statement and have agreed to enter the Psychological Evaluation and/or Psychotherapy under these terms and conditions. Your signature below also indicates that you have received the HIPAA notice form described above.**

**I HAVE READ THIS CONTRACT AND AGREE TO ABIDE BY IT. I HAVE RECEIVED A COPY OF THE NOTICE OF PRIVACY PRACTICES.**

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**Name of Patient**

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**Signature of Patient/Guardian/Guarantor Date**

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**Name of Guardian/Guarantor**

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**Address**

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**Phone Number**

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**Social Security Number**

Failure to cancel or not show up for a confirmed appointment (therapy and/or testing) will result in additional charges being incurred for the time allotted for that appointment.

Modified September 5, 2019