

Center for Integrative Psychology

PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to this 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 new privacy protections and new patient rights with regard to the use and disclosure of 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 at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign these documents, they 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.

PSYCHOLOGICAL SERVICES

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 different methods we 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 both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

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Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with us. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

We normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if the CIP is the best agency to provide the services that you need in order to meet your treatment goals. If psychotherapy is begun, we will usually schedule one 45-minute session (one appointment of 45 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent.

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 48 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. Your out of pocket expense for a missed appointment is \$150. If it is possible, I will try to find another time to reschedule the appointment.

PROFESSIONAL FEES FOR PSYCHOTHERAPY

I charge according to the amount of time I spend in session. My fee for a 45 minute session is \$150.00. If a session lasts less than fifteen extra minutes there is no additional fee. If the session lasts longer than 60 minutes you will be billed \$40.00 for each 15 minute increment. The very first session we have is always billed as an extended session \$250. In addition to weekly appointments, I charge \$150.00 for 45 minutes for other professional services you may need, though I will prorate the cost if I work for periods of less than 45 minutes. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing 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 all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$400. per hour for preparation and attendance at any legal proceeding.

PAYMENTS AND INSURANCE BILLING

You will be expected to pay for your portion each session at the time it is held, unless we agree otherwise.

I am a Blue Cross Blue Shield of Michigan PPO provider and will accept the allowed amounts from this insurance company.

Electronic billing of all other insurance companies for psychological services can usually (with some exceptions) be provided as a courtesy to you. I can electronically submit the charge to the insurance company for you, and they should send the reimbursement check directly to you. Please note that I will not receive any documentation from the insurance company about what action they have taken on the claim. In fact, the insurance company will not talk to me about your claims because I do not have the legal authority to inquire about them. Consequently, it is the patient’s responsibility to track and follow up with the insurance company for claims for services provided by my office.

Fees for services are as follows:

- Initial Interview \$250
- Individual or Family session (45 minutes) \$150
- Extended session (60 minutes) \$200
- QEEG \$600.
- Neurofeedback Treatment per session \$200.
- Telephone consultations prorated on an hourly basis \$200/hr.
- Written correspondence requested by the patient is prorated on an hourly basis \$200/hr.
- Missed Appointments (unless 48 hours notice is given) per 45 minute session \$150
per 60 minute session \$190
- Personality Assessment/Test \$150. (Please note no written report is available).
- The Integrated Visual and Auditory Continuous Performance Test (IVA) is an ADD Assessment and includes a written summary of test scores) \$150.
- If a written report is required then there is an additional \$400.00 report writing fee.

The fee for individual psychological assessment is \$150.00/contact hour plus a \$400. fee for writing up the report. Insurance companies vary in their policies regarding reimbursement for psychological testing. It is your responsibility to know whether this is a benefit included in your policy before you give your authorization to proceed.

There is a \$50 fee for a returned check. All fees are subject to annual review.

Intensive Outpatient Neurofeedback at the Center for Integrative Psychology (CIP)

Neurofeedback is always done adjunctively with psychotherapy. The CIP fee for Neurofeedback/Psychotherapy is \$200./session. There are a number of Neurofeedback techniques done at CIP: LENS, Neurofield Dehabitator, Neurofield Stimulation, Real Time Z score training, Loreta Neurofeedback, Transcranial Alternating Current Stimulation (tACS), . Sometimes these techniques are done in isolation, and sometimes they are done in combination with one another. It does not matter which technique(s) are used, or how long the session is, the fee is always \$200/session.

BCBS of Michigan PPO now pays for 40 sessions of (CPT 90876) Neurofeedback with Psychotherapy for children under 18 with ADHD.

Diagnostic QEEGs are \$600. QEEGs (CPT 95816) are never payable by BCBS for a psychiatric diagnosis.

Low Energy Neurofeedback System (LENS) is typically done once per week. The length of treatment is usually between 20 and 30 sessions. The patient most often begins to see a change in the symptom picture in the first six sessions. If change is not apparent in six sessions, then some factor is interfering and must be addressed (e.g. sleep deprivation, toxic exposure, bacterial or viral infection, substance use). If the individual has mental health insurance then the copay for psychotherapy is billed, along with \$100/ LENS session fee.

When LENS does not work and the above reasons have been addressed, a diagnostic QEEG and intensive outpatient Neurofeedback treatments are recommended. These interventions work best when they are done frequently. I have found that intensive outpatient treatments where I see the patient 5 days per week for a month produce the best results. After that, two to three sessions/week occur for a while following the month of intensive treatment until the clinical picture is stabilized.

The cost for one month of intensive outpatient treatment is: \$5750. and includes:

One pretreatment continuous performance test (IVA), and one posttreatment IVA \$300.

3 QEEGs discounted \$1000.

20 Neurofeedback sessions \$4000. These sessions are typically 1 hour 15 minutes to 1 hour 30 minutes in length.

3 parent meetings to discuss the QEEG results and the child's progress. \$450.

If a child with ADHD has BCBS of MI insurance then the parents pay out of pocket for the QEEGs along with their copay for the other services provided.

Any unpaid balances will be charged a 5% late fee for every 30 days that the account remains unpaid. After 90 days the account may be sent for collection. I have 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. If such action is necessary, the cost of bringing that proceeding will be included in the claim; realistically, the bill doubles in most collection situations. If this occurs the information I typically release includes the patient's name, demographic data, diagnosis, the dates and nature of services provided, and the amount due.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it sometimes provides some coverage for mental health treatment. I will provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you, and not your insurance company, are responsible for full payment of my fees. It is very important that you find out exactly what 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. Of course, 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.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. HMOs will typically not reimburse you for my services. "Managed Health Care" plans such PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you 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. 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. 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.

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 they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9 AM and 5 PM, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail which I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available, and numbers where I can reach you. For emergencies, my cell phone is 248.860.1023. I will interrupt a session if I am called on my cell phone. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room. If I will be unavailable for an extended time, I will leave on my voicemail the name and phone number of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I 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: I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are 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. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

- You should be aware that that I consult with other mental health professionals and that my wife is my administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and case consultation. All of the mental health professionals are bound by the same rules of confidentiality.
- My wife, Sheila Jay, is my biller and has been given training about protecting your privacy and has agreed not to release any information outside of the practice without my permission.
- I employ a QEEG technician who works with my patients under my direction. They have access to all information in the clinical record. This individual has been given training about protecting your privacy and has agreed not to release any information outside the practice without my directive to so.
- I send insurance claims through an electronic clearinghouse, Anvicare, Inc.. As required by HIPAA, I have a formal business associate contract with this business, in which they promise to maintain the confidentiality of these data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with a copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a 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.

There are some situations where I am 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. I cannot provide any information without your written authorization, or a court order. 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.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If I am being compensated for providing treatment to you as a result of your having filed a worker's compensation claim, I must, upon appropriate request, provide information necessary for utilization review purposes.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have reasonable cause to suspect child abuse or neglect, the law requires that I file a report with the Family Independence Agency. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to suspect the "criminal abuse" of an adult patient, I must report it to the police. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates a threat of physical violence against a reasonably identifiable third person and the patient has the apparent intent and ability to carry out that threat in the foreseeable future, I may have to disclose information in order to take protective action. These actions may include notifying the potential victim (or, if the victim is a minor, his/her parents and the county Department of Social Services) and contacting the police, and/or seeking hospitalization for the patient.

If such a situation arises, 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.

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 I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem 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 I receive 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. Except in unusual circumstances that disclosure would physically endanger you and/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, or where information has been supplied to me confidentially by others, you 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, I 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, I charge a copying fee of \$1. per page.

The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Records, you have a right of review [except for information supplied to me confidentially by others], which I will discuss with you upon request.

In addition, I also keep a set of Psychotherapy Notes. 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 the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. [They also include information from others provided to me confidentially.] These Psychotherapy Notes are kept separate from your Clinical Record. Your 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 Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records 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 attached Notice form, and my privacy policies and procedures. I am happy 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 treatment records. They should also be aware that patients over 14 can consent to (and control access to information about) their own treatment, although that treatment cannot extend beyond 12 sessions or 4 months. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually my policy to request an agreement from any patient between 14 and 18 and his/her parents allowing me to share general information with parents about the progress of treatment and the child's attendance at scheduled sessions. I will also provide parents with a verbal summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

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Printed Patient Name

YOUR SIGNATURE BELOW 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.

Patient

Date

Legal Guardian/Parent if Patient is a minor

Date

Therapist

Date

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