

Center for Psychology And Learning

Assessment, Therapy & Consultation

PSYCHOLOGIST-PATIENT SERVICES AGREEMENT

Welcome to our practice, the Center for Psychology and Learning, LLC (CPAL). This document (the Agreement) contains important information about CPAL 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 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 I also 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 and/or your child's 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 by phone or we can set up an additional appointment to discuss them. 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 me unless we have taken action in reliance on it; if there are obligations imposed on us 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.

BENEFITS AND RISKS

Psychological services and evaluation procedures present with benefits and risks. While a majority of individuals who undertake therapy or evaluation benefit from the process, there are no guarantees. In regard to evaluations, the primary risk is that you or your child might find the evaluation process itself to be frustrating, stressful, or anxiety provoking. Benefits include gaining additional information regarding cognitive, social, emotional, and behavioral functioning and the opportunity to gain recommendations given the particular profile of test results. In regard to therapy, there is often a reduction in feelings of distress, better relationships, and resolution of specific problems. Success may vary depending on the particular problems being addressed. Since therapy often requires discussing unpleasant aspects of life, risks sometimes include experiencing uncomfortable feelings such as unhappiness, anger, guilt, or frustration for example. These feelings are an expected part of the therapy process and can provide the basis of change.

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NEUROPSYCHOLOGICAL AND PSYCHOLOGICAL EVALUATION SERVICES

Neuropsychological, Psychological, and Academic Achievement Evaluations usually take place over one or two sessions. Evaluations consist of a variety of standardized tests that are administered in a 1:1 setting. Our training and background includes doctoral or master's level training in clinical psychology (Dr. Osowiecki has completed additional specialty training in the field of neuropsychology). If you have questions about my procedures or assessment results, 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. In regard to the Nature and Purpose of Assessment, the goal of neuropsychological assessment is to determine if there are any concerns regarding the client's attention, memory, language, problem solving, or other cognitive functions. A neuropsychological assessment may point to differences in brain function and suggest possible methods and treatments for accommodations or rehabilitation. In addition to an interview where we will be asking questions about your or your child's background and current medical symptoms we may be using different techniques and standardized tests including but not limited to asking questions about your or your child's knowledge of certain topics, reading, drawing figures and shapes, listening to recorded tapes, viewing printed material, and manipulating objects. Other specific goals and anticipated uses of the information we gather today may include the use of the information to guide educational planning. A clinical psychological evaluation focuses on social, emotional, and behavioral functioning.

COACHING SERVICES

Coaching for specific strategies for executive functioning include, but are not limited to, project organization, time management, study planning, and study skills. Risks to a patient sometimes include uncomfortable feelings such as stress and frustration. These feelings are an expected part of learning and implementing new strategies and skills. Benefits include improved habits and skills as well as feelings of accomplishment and a reduction in the feelings of stress and frustration felt around school work.

THERAPY SERVICES

In general, psychologists apply an understanding about behavior and experience to solving human problems. The approach utilized at CPAL is generally Cognitive-Behavioral and as such examines and attempts to shift any maladaptive thinking or behavioral patterns that may be contributing to current emotional distress. Therapy is a process, which requires an active involvement by both the psychologist and the patient. There are many different methods used to deal with the issues of concern. For example, relaxation and imagery techniques would be used if symptoms such as anxiety warrant this approach. The first few sessions will involve an evaluation of needs and strengths. Treatment is solution-focused, so that a goal or several goals are established. Goal setting may take the first few sessions after which you will have some initial impressions of what the therapeutic work will include. You and/or your child will be encouraged to take an active role in setting and achieving treatment goals. In order to be most successful, the client will have to work on things we talk about

both during our sessions and at home. Commitment to this treatment approach is necessary to assist the patient in experiencing a successful outcome. If you ever have any questions about the nature of the treatment or anything else about your or your child's care, please don't hesitate to ask. Your feelings about whether you are comfortable working with me or your child's feelings about working with CPAL are an important part of the process. As noted above, if you have questions about my procedures results, 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.

APPOINTMENTS

A scheduled appointment means that a specific time is reserved only for you or your child. Typically appointments are scheduled weekly but this can vary. If an appointment is missed or canceled with less than 24 hours notice, you will generally be billed directly according to the scheduled fee. An exception to this policy may be made if an emergency arises. If you are submitting for reimbursement through your insurance company, be aware that they will not reimburse for missed appointments.

CONTACTING CPAL

Due the demands related to the type of work that we do, we are often not immediately available by telephone. When we are unavailable, the office telephone is answered by voicemail that our staff monitors frequently. We will make every effort to return your call within 24 hours, 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 us and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychiatrist on call.

HIPAA - LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, CPAL 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:

- You should be aware that CPAL employs administrative staff. In most cases, we need to share protected information with staff for 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 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 the identity of our patients. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless it seems that it is important to our work together. We 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).

- If a patient 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.

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 my professional services, 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 a court order, or a subpoena of which you have been officially notified and failed to inform us that you are opposing 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 us to disclose information.
- 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 me, we may disclose relevant information regarding that patient in order to defend ourselves.
- If a patient files a worker’s compensation claim, information that is directly related to that claim must, upon appropriate request, be provided to the Workers’ Compensation Commission.

There are some situations in which we are legally obligated to take actions, which are deemed necessary to attempt to protect others from harm and we may have to reveal some information about a patient’s treatment. These situations are unusual in our practice.

- If we have reason to know or suspect that a child has been abused or neglected, or has been a victim of sexual abuse by another child, the law requires that a report is filed with the Department for Children, Youth and Families. Once such a report is filed, we may be required to provide additional information.
- If we believe that a patient presents a risk to a person or his/her family, we may be required to take protective actions including warning the potential victim(s), contacting the police, or seeking 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 we 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

The laws and standards of our profession requires that we keep Protected Health Information about you in your Clinical Record. 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, we recommend that you initially review them in the presence of a clinician, or have them forwarded to another mental health professional so you can discuss the contents. We are sometimes willing to conduct this review without charge. In most circumstances, we are allowed to charge a copying fee of \$0.50 per page (and for certain other expenses).

PATIENT RIGHTS

HIPAA provides you with several new or 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 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. CPAL providers are happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 16 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. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes CPAL policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, clinicians will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. CPAL will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, a clinician will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for the evaluation or therapy at the time of service, unless we agree otherwise or unless there is a third party paying for the evaluation (e.g., school district). If the evaluation is being paid by a third party, it is important that you are aware that they will receive a copy of the evaluation. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, CPAL may be willing to negotiate a fee adjustment or payment installment plan. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, CPAL 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 us to disclose otherwise confidential information. In most collection situations, the only information CPAL would release 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

As noted above, none of the clinicians at CPAL are on any insurance provider panels. Should you desire to use your insurance coverage to pay for an evaluation, it will be your responsibility to contact your insurance company to determine whether they will pay for an out-of-network provider and to obtain reimbursement from your insurance company. You would pay for the evaluation at the time of service and then seek reimbursement. The clinician will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of all fees. It is very important that you find out exactly what out-of-network mental health or medical services your insurance policy covers. You should also be aware that if you use your health insurance coverage, the health insurance company will require that we provide it with information relevant to the services that were provided. We are required to provide a clinical diagnosis, and usually a copy of the evaluation. Sometimes we are required to provide additional clinical information, or copies of your entire clinical record. In such situations, we 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, CPAL has 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. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that CPAL can provide requested information to your carrier.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE REVIEWED THE HIPAA NOTICE INCLUDED ABOVE.

Child's Name: _____

Parent's Name: _____

Parent's Signature: _____

Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____

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