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PSYCHOLOGIST-PATIENT TESTING SERVICES AGREEMENT

Welcome to my practice. This document contains important information about my 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 I 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 I obtain your signature acknowledging that I have provided you with the information at the end of this first meeting. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next meeting. We can discuss any questions you have about the procedures at that time. If we will not be meeting after today's session, please read over these documents today and call me by phone if you have any questions. When you sign this document (the Agreement), 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 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 TESTING SERVICES

Psychological testing services are typically requested for one of the following reasons: 1) to answer specific questions about a child's cognitive abilities or achievement, 2) to gain insight into a child's emotional or behavioral functioning or 3) as a requirement for school admission. Psychological testing is often very beneficial for educational planning and for deciding on effective remediation of behavioral and educational concerns. Based on my understanding of your needs for testing and your child's developmental and behavioral concerns, I will make every effort to choose appropriate tests and other procedures for gathering relevant information in order to answer the questions you have about your child's development. I also use my best clinical skills to engage your child in the testing process and make him/her feel comfortable. However, although it is rare, it is possible that your child may not be able to be tested because he/she is unable to cooperate with the testing or it may take a longer time than usual to complete the testing because of developmental issues or abilities that require a slower process. I will charge for testing according to the time involved in administering the tests and writing the testing report. Because I charge for my time, it is possible that a fee may be charged in the case where testing cannot be completed. I will make every effort to talk to parents about this and make a joint decision about whether it is worthwhile to continue. For the majority of children, I am able to complete testing in a timely manner which will be estimated for you after the intake meeting.

MEETINGS

The number of meetings involved in a psychological testing or evaluation may vary greatly depending on the type of problems or questions that have been raised. After the intake meeting

with parents, I will ordinarily be able to estimate the number of meetings we will need to complete the evaluation. Occasionally, we may decide together to begin testing and then decide later to pursue supplemental testing or other observations or procedures. I will schedule appointments with you for blocks of time to complete tests or other observations or interviews with your child. Please be careful in scheduling appointments. Since testing involves larger blocks of time, please be courteous about last minute cancellations except in the event of illness. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 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**

PROFESSIONAL FEES

Testing fees are determined based on the extent of testing that is required and will be determined at our initial intake meeting once the scope of testing is determined. 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 \$300 per hour for preparation and attendance at any legal proceeding. If I am required to appear in court and need to cancel a half day or a full day of client meetings, I will charge for a block of time to cover cancelled client appointments.

CONSENT FOR TESTING

Prior to beginning the testing, I will ask the parent to sign a consent for the testing. If you are divorced and have joint custody, it is necessary that the other parent also give consent for the testing. If you are not the parent or legal guardian, you will need to obtain the consent from the parent or guardian. It is your responsibility to notify me if any of these situations pertain to you. If a divorce agreement states that joint decision making is required for medical or educational or mental health treatment, I will not be able to move forward with the testing, without both signatures.

CONTACTING ME

Due to my work schedule I am often not immediately available by telephone. I will probably not answer the phone when I am with a patient. When I am not available, my telephone is answered by an answering machine that I monitor frequently. I will make every effort to return your call the same day or within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. In an emergency, 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 go to the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, my answering machine will provide you with a name of a colleague to contact, if necessary. Please note that it is best to leave a voice message rather than an e-mail if you need to cancel or reschedule an appointment.

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 or Maryland law. However in the following situations, no authorization is required:

- 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).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- 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.

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 reason to believe that a child or vulnerable adult has been subject to abuse or neglect, or that a vulnerable adult has been subjected to self-neglect, or exploitation, the law requires that I file a report with the appropriate government agency, usually the local office of the Department of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I know that a patient has a propensity for violence and the patient indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), I may be required to take protective actions. These actions may include establishing and undertaking a treatment plan that is calculated to eliminate the possibility that the patient will carry out the threat, seeking hospitalization of the patient and/or informing the potential victim or the police about the threat.
- If I believe that there is an imminent risk that a patient will inflict serious physical harm or death upon him/herself, or that immediate disclosure is required to provide for the patient's emergency health care needs, I may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect 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 your Clinical Record. It includes information about your reasons for seeking testing, background information about development, educational and social progress, any reports of prior testing or evaluations from other providers or teachers and any reports that have been sent to anyone, including reports to your insurance carrier. Except in the unusual circumstances where disclosure is reasonably likely to endanger the life or physical safety of you or another person, 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. I am sometimes willing to conduct this review meeting without charge. In most circumstances, I am allowed to charge a copying fee of \$.25 per page (and certain other expenses). If I refuse your request for access to your Clinical Records, you have a right of review, which I will discuss with you upon your request.

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, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I 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, 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. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of the services provided, and the amount due. If such a legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

In order to set realistic goals and priorities, it is important to evaluate what resources you have available to you to pay for testing. If you have a health insurance policy, it may or may not provide coverage for psychological or psychoeducational testing. I will fill out the forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled. However, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what psychological testing or evaluation services your insurance policy covers.

You should carefully read the section of 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. "Managed Health Care" plans such as HMO's and PPO's often require authorization before they provide reimbursement for mental health services.

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. Maryland permits me to send some information without your consent in order to file appropriate claims. I am required to provide them with a clinical diagnosis. Sometimes I am required to provide additional clinical information such as 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. Maryland law prevents insurers from making unreasonable demands for information, but there are no specific guidelines about what unreasonable includes. If I believe that your health insurance company is requesting an unreasonable amount of information, I will call it to your attention and we can discuss what to do. You can instruct me not to send requested information, but this could result in claims not being paid and an additional financial burden being placed on you. Once the insurance company has this information, it 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 do not pay for the testing services you are seeking. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

Your signature on the next page indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

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My signature below indicates that I have read the information in the Psychologist-Patient Testing Services Agreement document and agree to abide by its terms during our professional relationship and give my consent for my child to be tested.

Name of patient (printed)

Signature of patient (or parent, if a minor)

Date