



# Comprehensive Consultation Psychological Services, P.C.

## **DOCTOR-PATIENT SERVICES AGREEMENT [NEW YORK]**

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, 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 visit, and that you understand both your rights as well as your agreement with our center and its clinical and administrative staff.

### **CLINICAL SERVICES**

#### **Types of Assessments:**

Psychological

Neuropsychological

Psycho-educational

Forensic

All the aforementioned assessments involve an extended clinical consult, psychiatric interview or social history intake and possible review of prior medical, psychological and educational records. During our initial visit, you and we can decide if the services you need in order to meet your treatment goals are services we can provide. Once complete, a battery of tests, as needed, is devised and an evaluation plan is formulated by Dr. Sanam Hafeez and her clinical team. At times, depending on the situation, the patient or family in question may be involved to a degree in this planning, but only standardized tests and techniques deemed clinically relevant are utilized. We will accommodate those seeking a specific battery for the purposes of entrance to specialized schools, programs or as set forth by a

testing committee or professional organization, best to our ability and availability of the measures or employ measures most closely resembling them.

The report following the testing session(s) is a unique, tailored document with extensive clinical and technical information, with sensitive data. It is to be used with discretion and is considered highly confidential. The document is password protected and has electronic signatures for both our and your privacy. It is generally emailed to the parties after email has been confirmed, unless a hard copy is specifically requested.

The report generally satisfies the conclusion of the assessment process. In some cases, if insurance plans allow or upon further fees, further consults to review and discuss details may be arranged.

In order for us to share any information with another health professional or school personnel, a patient or guardian (if patient is under 18) must sign the consent for release of medical information form.

For the purposes of forensic or court ordered evaluations, assessments are ascertained according to referral reason or request by the defendant, plaintiff, subject, their lawyer or as stated on the court document. The fee is fixed before the appointment is made and generally paid out of pocket as agreed upon by expert witness rate schedule and additional testimonial rates (if applicable). If insurance is accepted and applicable, as it is in many cases, prior authorization is obtained and all parties are advised. *Note: Raw data is not made available other than under a subpoena by the judge as it is considered sensitive material only to be reviewed and interpreted by qualified and licensed clinicians.*

## **CANCELLATION POLICY**

When you schedule an appointment, it is very important that you plan to keep the appointment. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation for visits on Tuesdays, Wednesdays, Thursdays, and Fridays and four (4) days advance notice of cancellation for visits on Mondays.** Additional visits are suspended until you pay for missed appointments. We make exceptions to this rule when a sudden illness or an emergency makes it impossible for you to provide us with the required notice. It is important to note that insurance companies do not provide reimbursement for cancelled visits, hence, making you responsible for the missed slot as an out of pocket expense. Please note that the appointment time slots are valuable time set aside in two hour increments for assessments and a no-show is financial loss, a waste of our clinical/administrative resources as well as an appointment that could have been given to a patient in need. The fee for a missed appointment is \$50. We allow a grace period of 30 minutes for late appointments with advance notice. Anything past 30 minutes is subject to missed appointment fees and/or at the discretion of the clinician to see the patient or to reschedule.

**PROFESSIONAL FEES**

LISTED ON OUR WEBSITE UNDER 'RATES AND PAYMENT OPTIONS'.

**CONTACTING US**

LISTED ON OUR WEBSITE UNDER 'CONTACT' TAB.

Please note that even after hours, all our phone numbers are forwarded to a live person answering service. Our emails are also periodically checked throughout the day, including evening, and weekend hours. **\*\*In the event of an emergency, please dial 911 or go to your nearest Emergency Room\*\***

**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 the Acknowledgement Sheet for this Agreement provides consent for those activities, as follows.

- 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 patient. The other professionals are also legally bound to keep the information confidential. If you do not object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Protected Health Information).
- 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 psychologist's permission.
- We also have a contract with an accounting firm. As required by HIPAA, we have a formal business associate contract with this business in which the firm promises 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 name of this organization 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 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 the professional services that we provided you, such information is protected by the psychologist-patient privilege law. We 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 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 us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If we are providing treatment for conditions directly related to a worker's compensation claim, we may have to submit such records, upon appropriate request, to the Chairman of the Worker's Compensation Board on such forms and at such times as the chairman may require.

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 we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If we receive information in our professional capacity from a child or the parents or guardian or other custodian of a child that gives us reasonable cause to suspect that a child is an abused or neglected child, the law requires that we report to the appropriate governmental agency, usually the statewide central register of child abuse and maltreatment, or the local child protective services office. Once such a report is filed, we may be required to provide additional information.
- If a patient communicates an immediate threat of serious physical harm to an identifiable victim, we may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for 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 our 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.

**RESEARCH**

While we do not have active studies or research pending, archival data, without the use of personal information may be used in the future to improve patient treatment and protocol. Below are the legal guidelines surrounding research and limits of confidentiality.

<p><b>Qualified researchers:</b>  <b>MHL §33.13(c)(9)(iii)</b>With consent of appropriate Commissioner, patient information can be released to "qualified researchers" (certain persons licensed under the Education Law or other persons deemed competent/qualified by IRB or other human research committee constituted by OMH) when approved by the IRB or other committee constituted by OMH under certain circumstances.</p>	<p><b>§164.512(i):</b> A covered entity may disclose PHI w/out patient consent for research purposes with IRB or privacy board approved waiver.(p.82816:2,3)  <b>Note: recent amendments modify this requirement to streamline reviews, but do not remove requirement for IRB approval.</b></p>	<p><b>Preempted in Part;</b>                  Language of NYS statute is broadly drafted so that it can be interpreted, to a large part, as consistent with HIPAA. However, IRB review and waiver under HIPAA contains specific requirements that must be satisfied before PHI can be used/disclosed for research w/out patient consent. Otherwise, patient authorization is required. These provisions preempt State law.  <i>Note: current OMH/RFMH practice is to obtain specific patient "consent" (really an authorization).</i></p>
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**PROFESSIONAL RECORDS**

The laws and standards of our 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 or where information has been supplied to us 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, we recommend that you initially review them in our presence or have them forwarded to another mental health professional so you can discuss the contents. We will charge a fee for copying and

certain other expenses, as allowed by law. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon 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 we 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 our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice Form, and our privacy policies and procedures. We are 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. Even where parental consent is given, children over age 12 may have the right to control access to their treatment records. While privacy in clinical sessions, assessments and therapeutic, is very important, particularly with teenagers, parental involvement is also essential to successful treatment, particularly with younger children. For children age 12 and over, we request an agreement between our patient and his/her parents allowing us to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. We 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 we 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 each visit at the time of the visit unless you have insurance coverage that requires another arrangement. Payment can be made by cash, check, VISA, AMEX or MasterCard. Use of credit cards may incur up to a 4% fee as well as tax as allowed for assessments involving non-medical and/or educational techniques. If your check is returned for insufficient funds, we will request immediate payment by cash, credit card, or bank cashier's check and add an additional \$20 "bad check" fee. Additional visits are suspended until you pay for returned checks. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court, and this will require us to disclose otherwise confidential information. In most collection situations, the only information we 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**

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We recommend that you find out what mental health services your insurance policy covers. Read the section in your insurance coverage booklet that describes mental health services and call your plan administrator. If your plan is one with which we have had experience, our secretary may also be helpful as you try to understand your coverage.

Even though your insurance provider may approve your payment for treatment, you are ultimately responsible for all payments. We are on the panel for several insurances such as GHI, Emblem Health, HIP and Empire. However, coverage varies depending on plan and individual circumstance. Our office will cooperate with you and work with the insurance company to provide diagnostic and procedural codes to obtain authorization. We are often successful. If you are responsible for any of the amount, you will be notified PRIOR to the appointment.

Often, if the appointment is needed urgently and coverage or authorization is still pending, which may take a while, we suggest an out of pocket quote which is reimbursable ONLY if the contracted insurance rate is paid at a later time. This initial payment guarantees your evaluation and report without a wait or approval from insurance company. At this time, you are considered a private pay patient and we will bill the insurance company with your consent and try to obtain part of all monies paid by you, so we can reimburse you. The contracted amount with the insurance company may differ than CCPS's quoted rate as a private patient. Hence, the insurance company is required to pay out our contracted amount. If the insurance company pays out, you will be reimbursed the amount paid of out of pocket less the difference between the amount billed to the insurance company by CCPS and the amount the amount paid out by the insurance company. *For example: If the privately quoted amount is \$2500, which you pay, we may bill the insurance \$2800 as part of our agreement with them. If they only reimburse, \$2500, we will deduct the unpaid \$300 from your reimbursement, allowing us to refund you \$2200 of your fee.* **We will complete treatment plans only with you or your representative (if you are a minor) present.** All treatment plans must be completed during your visit with us, consequently. As authorizations from insurance companies expire, it is your responsibility to complete your visits and assessments during the time permitted or allow us to obtain new authorizations. The authorizations are generally valid for 90 days, and we can obtain more units after 90 days of the first set of approved visits.

If we are participating providers in your health insurance plan, you have already given our secretary permission by phone to contact your insurance company and verify your benefits. The payment you make at the visit, known as a "copayment," is specified by the insurance or managed care company. Co-payment may be collected for more than one

session as neuropsychological evaluations are billed as several units for scoring and report write up, and do not require visits, hence, co-pays are applicable but we cannot procure them at a later time. Therefore, they must be satisfied during your in-office visits. We are responsible for obtaining authorization for your visits and for submitting insurance claims. Your contract with your health insurance company requires that we disclose information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, 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, we 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. We will provide you with a copy of any report we submit, if you request it. By signing the Acknowledgement Sheet, you agree that we can provide requested information to your insurance company.

If we are participating providers in your health insurance plan, we would be unable to continue providing you with services if one of the following events occurs. If one of the following events occurs, we will do our best to help you find another provider. (1) You instruct us not to send requested information to insurance or managed care companies. This could result in claims not being paid. (2) Your insurance company fails to make payments on claims. (3) Your benefits end or our contract with your insurance company ends, and your plan does not allow us to continue providing you with services.

Your signature on the separate Acknowledgement Sheet 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.