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## ASSESSMENT-PATIENT SERVICES AGREEMENT

Welcome to Hawaii Center for Psychology (HCP). 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 HCP 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 HCP obtain your signature acknowledging that this information has been provided to you 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. You and your mental health provider can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between you and HCP. You may revoke this Agreement in writing at any time. That revocation will be binding on HCP unless the center has taken action in reliance on it; if there are obligations imposed on HCP 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.

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### ASSESSMENT SERVICES

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#### **Nature and Purpose**

The assessment process is guided by the patient's needs and initial reason for referral. The assessment process involves gathering valuable information from multiple sources: self-reports; cognitive/psychological measures; clinical observations, records review, and when appropriate, consultation with other professionals to guide treatment planning (e.g., primary care physician, other mental health providers, teachers). Due to the extensive nature of the assessment process, your examiner may not be able to provide immediate feedback after each testing session. Instead, these results will be addressed in your final report and discussed with your doctor during the review session. The overall goal of the assessment process is to provide feedback that addresses initial referral concerns and offer helpful recommendations that improve mental health.

#### **Risks and Benefits**

For some individuals, the assessment process can cause fatigue, frustration, and anxiety. However, most individuals find that these minor discomforts are temporary and are outweighed by the benefits of testing. The benefits of obtaining assessment services may include increasing an understanding and awareness of one's own capabilities, and gaining support through professional recommendations and community resources. Although the assessment process does not guarantee any specific outcomes, we encourage patients to openly communicate their thoughts and needs throughout the evaluation.

#### **Process and Time Commitment**

To provide you with the highest quality of care, our assessment process involves commitment and collaboration from both you and HCP. The length of the assessment process will depend on factors such as your assessment needs, insurance policies (e.g., pre-authorization requirements), timeliness of consultation and data gathering, and your schedule availability. HCP will make every effort to maximize effectiveness of your time as testing allows, and involves processes including: 1) interview(s) with the patient and/or legal guardians to discuss concerns and reasons for seeking an assessment, 2) testing and data gathering, 3) report preparation, and 4) report review. It is our policy that HCP will not be able to release your report prior to this review session as the complexity of the results will require interpretation and discussion with our mental health provider.

#### **Role of the Examiner**

As the primary focus of the assessment process involves objective evaluation, the mental health provider's role is one of an examiner, rather than therapist. However, if you or your examiner determines that therapeutic services are required, appropriate referrals may be provided. Additionally, HCP employs licensed psychologists and trains clinical psychology doctoral students. A portion of testing and/or scoring may be completed by a doctoral student under the supervision of a licensed psychologist at HCP.

You may contact HCP if you have any questions during regular business hours by phone; we will make every effort to return your call within 24 to 48 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform the office of times when you will be available. If you have a crisis contact the National Suicide Prevention Lifeline at 1-800-273-8255, dial 911, or go to the nearest emergency room.

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### PATIENT RIGHTS

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#### **HIPAA**

HIPAA provides you with several rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that HCP 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 our clinic's 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. HCP is happy to discuss any of these rights with you.

#### **Professional Records**

You should be aware that, pursuant to HIPAA, HCP keeps Protected Health Information about the patient in our professional records. It includes information about your reasons for seeking an evaluation, testing data and clinical notes, your medical and social history, your treatment history, any past treatment records received 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. Additionally, in keeping with the American Psychological Association Ethical codes (APA, 2010), HCP reserves the right to withhold raw test data.

Except in unusual circumstances that involve danger to yourself and others or makes reference to another person (unless such other person is a health care provider) and HCP believes that access is reasonably likely to cause substantial harm to such other 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, HCP recommends that you initially review them in the presence of our mental health professional, or have them forwarded to another mental health professional so you can discuss the contents.

In most situations, HCP is allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If HCP refuses your request for access to your records, you have a right of review except for information provided to him/her confidentially by others, which your mental health provider will discuss with you upon your request.

### **Minors and Parents**

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless HCP decides that such access is likely to injure the child or we agree otherwise. Because privacy is often crucial to the evaluation process, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during the assessment process, the doctor will provide them only with general information about the assessment process. Any other communication will require the child's Authorization, unless the doctor feels that the child is in danger or is a danger to someone else, in which case, HCP will notify the parents of addressing these concerns. Before giving parents any information, the doctor will discuss the matter with the child, if possible, and do his/her best to handle any objections the child may have.

To provide comprehensive assessment services for your child, HCP requires consent from both parents/legal guardians. If legal guardianship should change within the course of the evaluation, or within the timeline of your child's active patient status, please notify us immediately in order to preserve the rights to your confidentiality.

It is HCP's policy that children younger than 14 years old be accompanied and remain present in the office by a legal guardian or authorized adult caregiver on all days of testing. Additionally, for parents who will be allowing other caregivers to accompany their children to the testing sessions, the AUTHORIZATION FOR USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION will need to be signed.

## **LIMITS ON CONFIDENTIALITY**

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The law protects the privacy of all communications between a patient and your mental health provider. In most situations, HCP 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:

- HCP may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, HCP will make 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, HCP will not tell you about these consultations unless the mental health professional feels that it is important to the work you do together. **HCP will note all consultations in your Clinical Record (which is called "PHI" in his/her Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).**
- You should be aware that HCP practices with other mental health professionals and employs administrative staff. In most cases, HCP needs to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. 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.
- HCP also has contracts with professional business service providers such as an accountant and Information Technology consultant. As required by HIPAA, HCP has a formal business associate contract with this/these business(es), in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, HCP can provide you with the names of these organizations 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, HCP 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 HCP 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 my professional services, such information is protected by the psychologist-patient privilege law. HCP cannot provide any information without your (or your legal representative's) 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 HCP to disclose information.
- If a government agency is requesting the information for health oversight activities, HCP is required to provide it for them.
- If a patient files a complaint or lawsuit against HCP, we may disclose relevant information regarding that patient in order to aid in our defense in the court proceeding.

- If a patient files a worker's compensation claim, HCP may be required to file a report of the patient's injury or treatment.

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

- If HCP has reason to believe that child abuse or neglect has occurred or that there exists a substantial risk that child abuse or neglect may occur in the reasonably foreseeable future, the law requires that s/he file a report with the appropriate governmental agency, usually the Department of Human Services. Once such a report is filed, HCP may be required to provide additional information.
- If HCP has reason to know or has reason to believe that a dependent adult has been abused and is threatened with imminent abuse, the law requires that we file a report with the appropriate governmental agency, usually the Department of Human Services. Once such a report is filed, HCP may be required to provide additional information.
- If a patient indicates that s/he presents a clear and imminent danger of violence to an individual or to society, HCP may be required to take protective actions. These actions may include notifying appropriate professional workers, contacting the police, or seeking hospitalization for the patient.

If such a situation arises, HCP will make every effort to fully discuss it with you before taking any action and we will limit 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 your mental health provider is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

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## **FEES & PAYMENT**

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### **Billing and Payments**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, HCP 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 disclosure of otherwise confidential information. In most collection situations, the only information HCP releases 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.

### **Assessment and Professional Fees**

The cost of obtaining a comprehensive assessment is impacted by factors including patient's referral concerns, diagnosis (if applicable), insurance coverage, and number of hours required to complete testing. HCP will provide you with a written estimate before commencing testing services.

### **Due Process Proceedings**

If you become involved in legal proceedings that requires HCP's participation, you will be expected to pay for all of your mental health provider's professional time, including preparation and transportation costs, even if HCP is called to testify by another party. Because of the difficulty of legal involvement, HCP charges \$200.00 to \$350.00 plus general excise tax per hour for preparation and attendance at any legal proceeding.

### **Insurance Reimbursement**

In order for us to set realistic goals and priorities, it is important to evaluate what resources you have available to pay for the assessment services. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. HCP 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 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, HCP will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, HCP will be willing to call the company on your behalf.

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 HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to assessment services that are medically indicated and involve symptoms that interfere with a person's usual level of functioning. It may be necessary to seek approval for more additional hours of testing after a certain number of sessions.

You should also be aware that your contract with your health insurance company requires that HCP provide it with information relevant to the services that we provide to you. HCP is required to provide a clinical diagnosis. Sometimes HCP is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, HCP 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, HCP 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. HCP will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that HCP 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 the assessment services are not fully covered by insurance. It is important to remember that you always have the right to pay for HCP's services yourself to avoid the problems described above unless prohibited by contract. Please review and initial your agreement with HCP's policies:

\_\_\_\_\_ (Initial) **APPOINTMENTS**

**Once an appointment is scheduled, you will be expected to pay for the full amount of the session (\$250 per hour) unless you provide 24 hours advance notice of cancellation unless you and HCP 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.**

\_\_\_\_\_ (Initial) **INSURANCE POLICY**

I certify that I am covered by the insurance policy that I have provided to HCP. I assign to this office (Hawaii Center for Psychology) all insurance benefits otherwise payable to me. **I UNDERSTAND THAT I AM RESPONSIBLE FOR PAYMENT OF SERVICES RENDERED WHICH ARE NOT BENEFITS OF MY INSURANCE AND RESPONSIBLE FOR PAYING ANY CO-PAYMENT AND DEDUCTIBLE AMOUNTS THAT MY INSURANCE DOES NOT COVER.** I hereby authorize this office to release all information necessary to secure the payment of benefits from my insurance company. I also authorize the use of this signature on all my insurance submissions, whether manual or electronic. I affirm that all information I have provided HCP is correct to the best of my knowledge. It will be held in the strictest confidence and it is my responsibility to inform this office of any changes in my medical status or my insurance coverage status.

\_\_\_\_\_ (Initial) **SUPERVISION (FOR CHILDREN YOUNGER THAN 14 YEARS OLD)**

I acknowledge that I am responsible for the supervision and safety of my child. I, another legal guardian, or an authorized adult caregiver will accompany and remain present in the office during all testing sessions. I hereby release HCP from all liability and supervisory responsibility.

\_\_\_\_\_ (Initial) **LEGAL/DUE PROCESS PROCEEDINGS**

I attest that I am NOT obtaining assessment services for the purpose of legal or due process proceedings. I understand that failure to disclose such intentions at the onset of the assessment services could compromise the appropriate use and effectiveness of these results in court proceedings. If I should decide to utilize any information derived from HCP's services, in partial or in whole, I will **immediately** discuss these plans and review a separate Agreement to retain HCP's services in litigation.

\_\_\_\_\_ (Initial) **EXAMINERS**

I understand that individuals who are in the process of training for their doctorate in Clinical Psychology, and who are under the supervision of a licensed psychologist at HCP may be utilized in parts of the assessment.

\_\_\_\_\_ (Initial) **PATIENT INFORMATION**

To provide better service and to better protect your privacy, please list only the phone numbers where you can be reached to confirm appointments and receive any other messages from HCP. Your initial authorizes HCP to leave messages on voicemail or with anyone who answers

Please read and sign if you acknowledge the following: You have read this Agreement, agree to its terms, and had the opportunity to ask questions and receive answers regarding your consent to services. You understand that you may withdraw your consent at any time prior to or during the assessment process. You also acknowledge that you have received HIPPA Notice Form described above.

\_\_\_\_\_  
**Patient's Name**

\_\_\_\_\_  
**Date of Birth**

\_\_\_\_\_  
**Patient/Legal Guardian's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Patient/Legal Guardian's Signature**

\_\_\_\_\_  
**Date**