

INFORMED CONSENT AND PSYCHOLOGIST/PATIENT AGREEMENT

RAYMOND H. MCCAFFREY, JR., PH.D.
LICENSED PSYCHOLOGIST
COMPREHENSIVE PSYCHOLOGICAL SERVICES

PSYCHOLOGICAL SERVICES – GENERAL

1. Counseling or psychotherapy may vary according to the personalities of those involved, the particular problems that are being addressed, the age of the participants, and the family structure. The goals of therapy, the frequency of visits, the specific therapeutic techniques that will be utilized, and the duration of therapy will all be determined based on these factors and by the parties involved.
2. As a professor once told me, "The goal of psychotherapy is to be able to live without more pain than a person is willing or able to bear". Sometimes, however, the process of examining such issues may cause discomfort or distress on a temporary basis while working toward the goal of relieving distress. If this occurs, please discuss this with me as we proceed.
3. If you are unable to keep an appointment, please notify me at least 24 hours in advance. You may be charged for missed sessions if appointment failures (no shows or late cancellations) exceed three. Insurance companies or other third-party payers do not reimburse for missed appointments.
4. If you leave materials/documents to be reviewed for testing or counseling (school records, letters, examples of homework, etc.), make sure you request the return of that information in a timely manner. Constraints on storage space make such information eligible for disposal in a secure fashion 90 days after it was received in this office.
5. Occasional paperwork is a necessary part of working with insurance companies. If, however, the presence of certain factors increases the amount of time that is required to write reports, letters, complete forms, read e-mails, or perform other tasks that are not directly related to the therapeutic process exceed the typical level, a fee will be charged (see below). Insurance companies do not cover such services.
6. If special procedures are required to manage your account (such as splitting fees for a divorced couple whose child is being seen), the parents and their attorneys will be responsible for this process. This office will provide information regarding office visits and payments received if necessary but determining which parent owes which amount will be the responsibility of the parents. Typically, the parent bringing the child to the appointment will be responsible for the copay for that visit. If a parent wishes to visit with me without the child being present, he/she will be responsible for that fee if insurance does not cover the cost.
7. Whether the counseling you seek is for yourself or a child, do not hesitate to ask questions that you might have about any aspect of our work together.

COUNSELING FOR CHILDREN

1. If you are seeking counseling services for a child, I will want to meet with the parents of legal guardian first. This first session is to determine 1) if you feel comfortable working with me; 2) if I believe I can help; and 3) to gather information about your concerns, previous attempts to help, and factors that may be impacting the current situation. The initial meeting will typically range from 45 to 60 minutes in length.
2. If the parents are separated or divorced, it will be important for the parent seeking services to make sure that he/she has the legal authority to do so.
3. Subsequent meetings will involve the parents that bring the child for at least part of the session and typically, a meeting between the child and me following the parent meeting.
4. I may ask that the parent or legal guardian sign a release so that I can communicate with other professionals who may be rendering services.

FEES AND SERVICES

1. Health / mental health insurance represents a contract between the insurance company and the patient/policyholder. It is your responsibility to know your benefits and limits of coverage prior to the provision of services. Failure to learn these limits does not relieve you of financial responsibility. If: 1) your insurance company requires you to obtain an authorization from them before receiving services and you do not do so; or 2) you fail to inform the office staff of any changes in your insurance information; and as a result, claims are denied, you are responsible for payment in full for the services rendered. If I have an agreement with your insurance company to provide these services or a different hourly fee than what is cited below, I will honor that agreement. Be aware that many insurance companies do not cover family or marital counseling and often refuse to cover testing. If these services are requested and provided, that family will be responsible for the billed amount.

- Services that require leaving the office (on site consultation with school personnel or other professionals, court testimony, testing at another venue) will be billed at the rate cited below from the time of departure from the office until return. Insurance companies do not typically cover such services.

| Services | Fee |
|--|--------------------------------|
| Initial interview (first appointment) | \$190.00 |
| Individual and / or family therapy, 30-minute session | \$100.00 |
| Individual and / or family therapy, 45-minute session | \$135.00 |
| Individual and / or family therapy, 60-minute session | \$180.00 |
| Interactive Add-On | \$50.00 |
| Psychotherapy for crisis (each additional 25-30 minutes) | \$70.00 |
| Missed appointments or cancellations (see above – per instance) | \$75.00 |
| Neuropsychological testing (per hour – see below) | \$180.00 |
| Psychological testing (per hour – see below) | \$180.00 |
| On site consultation performed on behalf of patient (per hour) | \$160.00 |
| Consultation provide by telephone (per hour) | \$100.00 |
| Preparation of treatment summaries, letters, other paperwork (per hour) | \$100.00 |
| Retainer for court services | Determined on individual basis |
| Court preparation (per hour) | \$200.00 |
| Court testimony (per hour) (includes travel time {round trip} from time leave office until return) | \$275.00 |
| Copies of clinical records (per page) | \$0.25 |
| Travel Time | \$200.00/hour (round trip) |

- If you have a balance in your account when we finish our work together, make sure that you discuss a payment plan with me or with someone that deals with accounts receivable. Accounts that have a balance with no activity in 90-days are subject to referral to collections if an agreed plan is not in place.

EVALUATION SERVICES

My fee for psychological and neurodevelopmental testing includes administering and scoring the tests, writing the report, and discussing the results with the client or the parents/guardians. Many insurance companies cover psychological testing. Almost all, however, require the clinician to request authorization for the number of units (hours) that will be used to administer, score, and interpret that testing as well as write the report. Many insurance companies routinely authorize far fewer units than the evaluation requires. If your insurance company requires that I conduct the evaluation for the number of units they approve and they approve less than what is required, I must either take short cuts with the evaluation -which I have always refused to do – or conduct the evaluation for a fee that is far below the acceptable rate for such and evaluation. For these reasons I agree to request authorization from your insurance company to conduct the evaluation but if they authorized fewer units that what is required and they prohibit “balance billing” (billing the family for the amount that they do not cover). I will refuse to accept insurance payment for psychological testing. I will inform you of this decision and you may either negotiate a few with me for the evaluation, appeal the decision by the insurance company (I will charge a nominal fee for completing additional forms or engaging in phone calls with the insurance company), or you may seek a different provider. Please let me know if you have any questions about this policy.

COURT INVOLVEMENT

- Attorneys require a retainer to perform the legal work that you hire them for. I will also require a retainer for work that is related to court. We will discuss the amount of the retainer when we meet.
- Work that is related to court but does not involve face-to-face meetings with a client or parent/guardian (such as reading e-mails, writing letters or reports, reviewing information related to court, preparing for a court appearance, speaking with attorneys by phone, consulting with litigants by phone or in person, etc.) will be billed at the rate cited above under Court Preparation and Testimony. Insurance companies do not cover such services.
- If the client is paying the fees for an evaluation requested or ordered by the court, 75% of the estimated total fee for the evaluation will be due prior to the initiation of the evaluation. The remainder will be billed. If the attorney representing the client agrees, in writing, to pay the fees, the retainer will be waived. If insurance is billed for the evaluation, the client or legal guardian will be responsible for the portion not paid by insurance. If this is not agreed to prior to the evaluation, insurance will not be accepted and the client or legal guardian will be responsible for the entire cost.
- If I am subpoenaed to court, the individual whose attorney subpoenas me will be responsible for the fee. If court is canceled with less than 24 hours’ notice, the individual whose attorney issued the subpoena will be responsible for a \$200.00 cancellation fee as well as any fees or preparation.

CONFIDENTIALITY AND PROTECTED HEALTH INFORMATION (PHI)

As a “Licensed Health Services Psychologist” in the state of Oklahoma, I am charged with the responsibility of informing you of the law regarding your legal rights and my professional responsibilities. Because you have selected a licensed psychologist, you have chosen a professional who guarantees you the right to privileged communication. Thus, information obtained in the course of you receiving psychological services is privileged, and will be kept confidential with the following exceptions:

1. Information may be released when you give specific written permission, unless in my professional judgement, it would be harmful to you or the client to do so.
2. I must notify certain third parties, if, in my professional judgment, the client presents a clear and present danger to themselves or others, or if child or elder abuse is suspected.
3. Insurance companies or other third-party payers have the right to information necessary to process claims, usually limited to diagnosis, type and dates of service. However, depending on the carrier, your psychologist may be required to provide more explicit and detailed information regarding your symptoms, treatment plan, and progress.
4. Our office staff will be given information sufficient to perform the functions of billing, insurance claims preparation, and follow-up. If it should become necessary, collection of delinquent claims will be referred to our attorney. If you have any questions about your billing, my billing clerk can be reached between the hours of 9:00 A.M. and 3:00 P.M. Monday through Friday at (405) 329-7923 (voicemail option 7).
5. I may disclose privileged information in order to defend myself as a result of any action filed by you with a court, regulatory board or agency.
6. Court orders issued by judicial authority must be honored.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Patient’s Rights:

1. *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information (PHI) about you. However, I am not required to agree to a restriction you request.
2. *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon request, I will send your bills to another address.)
3. *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny you access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, I will discuss with you the details of the amendment process.
4. *Right to Accounting* – You generally have the right to receive an accounting of disclosures of PHI regarding you. ON your request, I will discuss with you the details of the accounting process.
5. *Right to Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Psychologist’s Duties:

1. I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
2. I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect. If I revise my policies and procedures, I will provide you with a copy of the revisions.

Your signature on the back of the client information sheet indicates that you have read and understood the information on these pages and that you have asked for and have been provided with acceptable answers to any questions you may have had about this information. You will be provided information about updates to this agreement if changes are made.

