

Behavioral Pediatric & Family Therapy Program Office Policies and Informed Consent

The information in this document is provided to assure that you have a full understanding of our office policies. Please read carefully and sign the bottom of page 3.

The fee for the initial diagnostic session in the clinic is **\$315.00**. Fees for subsequent Psychotherapy and/or Family Therapy sessions are **\$225.00**. An additional **\$23.00** fee may be added to sessions that meet national current procedural terminology criterion for complex sessions. Fees for school meetings and observation are **\$225.00**. Fees for testing and evaluation are **\$190.00** per hour. Testing time may include direct patient contact plus administrative time (e.g., scoring, interpretation, report writing, etc.). Provider-directed telephone calls regarding patients are typically included as a part of the fees for therapy or assessment with your providers, unless other arrangements are made with the provider. If, for any reason, your provider is required to speak with attorneys or appear in court, reimbursement is expected from the party responsible for the provider's participation. The rate is **\$230.00** per hour for review of records, preparing letters/reports, and phone calls. The rate is **\$400.00** per hour for a deposition or court testimony, including travel time. If you have any questions about fees for your sessions, please discuss these with your provider. Active patients will be notified of any changes in clinic fees in advance via a posted notice in the office and/or in billing statements.

Family Inventory

You will be expected to complete a new Family Inventory for our office on an annual basis and when there is any change in your family or living situation or insurance. It is your responsibility to notify the office of any changes that need to be documented for insurance coverage and treatment in our office.

Payment Policy

Our policy requires payment in full at the time services are rendered unless other arrangements have been made in advance. If you have arranged a payment plan with our billing office, we ask that your balance not exceed **\$250.00**. If this should occur, you will be asked to pay your balance in full, or at least a large percentage, before any additional appointments are scheduled. Unpaid balances of 90 days or longer will be assessed a re-billing charge of 1% per month until the balance is paid. If no payment is received within a reasonable period of time, we reserve the right to begin collection procedures.

Please note, the individual who initiates therapy is responsible for payment and will receive billing notices from our office. Nebraska law indicates that the custodial parent has ultimate financial responsibility for payment regardless of the divorce decree. This individual, not our office, is responsible for settling any financial obligations with the noncustodial parent.

Insurance

Pursuant to any applicable provider relations agreement, your insurance is a contract between you and your insurance company. Your account with this office is your responsibility. Insurance cannot be filed without the signature of the responsible party on our Family Inventory form. Please feel free to call our office if you have questions regarding your insurance coverage before the next visit. It is your responsibility to inform the office as soon as possible of any change in your insurance coverage and/or insurance provider. All copayments are due at the time of service. Payment of account balances will be requested at the time of check in.

Cancellations / Missed Appointments

We understand that, at times, it may be necessary to cancel an appointment. To help us schedule our time most efficiently, we ask that any changes or cancellations be made at least 24 hours in advance. If cancellations are not made at least 24 hours in advance, or if an appointment is missed without a call, **you may be subject to a \$25.00 fee**. This fee is your responsibility and is not covered by your insurance policy. If a pattern of missed appointments with late or no notice develops, further sessions with your psychologist/therapist may be declined and referral to a different provider recommended.

Evaluations / Home Visits / School Meetings and Observations

Fees for psychological and neuropsychological testing and school evaluations will vary and may not be covered by your insurance policy. If you do not fully understand what fees will be incurred, please discuss this issue with your psychologist. Fees for home visits, school meetings, and observations are determined by the amount of time spent in the home or school, as well as distance traveled. Payment of these fees is your responsibility if these services are not covered by your insurance company.

Child Psychotherapy with Separated / Divorced Parents

Unless a parent/legal guardian has sole legal/medical custody (our office requires a copy of the custody agreement), both parents/legal guardians must consent to treatment in order for your child to be seen in our clinic. Psychotherapy for children when parents are separated or divorced can present unique circumstances. Psychotherapy is most successful when parents are involved in the therapy process. The best outcomes occur when the therapist has a working relationship with both parents built upon collaboration and a desire to promote your child's best interest. The therapist will work with each parent to achieve successful co-parenting, as this is one of the best predictors of children's adjustment and psychological health when parents are separated or divorced. It is not a therapist's role to provide custody evaluations or opinions about parental fitness. Your therapist will discourage the release of your child's mental health records to your attorneys. Please inform your attorneys not to subpoena your child's therapist or child's mental health records. Any requests for release of information to either parents or a third party must be signed by both parents. If there is a court-appointed evaluator, your therapist will provide the evaluator with general information about your child, but will not include opinions about custody or parental fitness.

Minors and Parents

Patients under 19 years of age who are not emancipated should be aware that the law may allow parents to examine their child's treatment records. Because privacy in therapy is often crucial to successful progress, your psychologist/therapist will provide only general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Before giving parents any information, your psychologist/therapist will discuss the matter with the child and do his/her best to handle any objections he/she may have. Any other communication will require the child's authorization, unless your psychologist/therapist feels the child is in danger or is a danger to someone else, in which case, your psychologist/therapist will notify the parents of their concerns.

Records

Our office is required to maintain records for seven (7) years following the discontinuation of services, or for seven (7) years past the age of majority (19 years) in Nebraska.

Confidentiality

In general, the confidentiality of all communications between a patient and psychologist/therapist is protected by law, and your psychologist/therapist can only release information about our work to others with your written permission. However, there are a number of exceptions.

In most judicial proceedings, you have the right to prevent your psychologist/therapist from providing information about your treatment. However, in some circumstances, such as child custody proceedings and proceedings where your emotional condition is an important element, a judge may require your psychologist/therapist to testify if he/she determines that resolution of the issues before him/her demands it.

There are some situations in which your psychologist/therapist is legally required to take action to protect others from harm, even though revealing some information about a patient's treatment. For example, if your psychologist/therapist believes that a child, an elderly person, or a person with a disability is being abused, he/she may be required to file a report with the appropriate state agency. If your psychologist/therapist believes that a patient is threatening serious bodily harm to another, he/she may be required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a patient threatens to harm him/herself, your psychologist/therapist may be required to seek hospitalization for the patient, notify police, or to contact family members or others who can help provide protection. These situations rarely occur. However, if such a situation

develops, your psychologist/therapist will make every effort to fully discuss it with you before taking action.

You should be aware that, pursuant to HIPAA, your psychologist/therapist keeps Protected Health Information about you/your child as part of their professional records. It includes information about you/your child's reasons for seeking therapy, a description of the ways in which you/your child's problem impacts on your life, diagnosis, treatment goals, progress toward these goals, medical and social history, treatment history, past treatment records (if applicable), professional consultations, billing records and any reports or requests that have been sent to anyone, including reports to your insurance carrier.

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 your record be amended; requesting restriction 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 policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policy and procedures. The Office is also required by HIPAA to inform you if we become aware of or suspect a breach of your Protected Health Information.

Your psychologist/therapist may occasionally find it helpful to consult about a case with other professionals. In these consultations, he/she will make every effort to avoid revealing the identity of the patient. The consultant is, of course, also legally bound to keep the information confidential. Unless you object, your psychologist/therapist will not tell you about these consultations unless he/she feels it is important to your work together. Providers for the Behavioral Pediatric and Family Therapy Program are independent providers and share no joint liability.

Risk Assessment

You should also be aware that your contract with your insurance company requires that I provide it with information relevant to the services that I provide to your child and/or you. I am required to provide a clinical diagnosis. Sometimes, I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. By signing this Agreement, you agree that I can provide requested information to your insurance carrier.

Communication via Text Message

You should be aware that text messages are not HIPAA-compliant; therefore, your psychologist/therapist will not respond to a text message sent to his/her cellular telephone.

While this written summary of policies and exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns which you may have at your next session. The laws governing these issues are quite complex and your psychologist/therapist is not an attorney. While he/she may be happy to discuss these issues with you, should you need specific advice, formal legal consultation may be desirable. If you request, your psychologist/therapist will provide you with relevant portions of summaries of the applicable state laws governing these issues.

By signing below, you indicate that you have read, understand, and agree to comply with the policies described above. You are also consenting to treatment and acknowledge that you have received consent (either verbally or in writing) from the noncustodial parent/legal guardian.

Parent / Legal Guardian Signature

Date