

Ernest J. Bordini and Associates, P.A. D/B/A
Clinical Psychology Associates of North Central Florida
2121 NW 40th Terrace Suite B Gainesville FL 32605
Phone: (352) 336-2888

With offices in Gainesville and Ocala

CPANCF.COM

FOR SERVICES RENDERED TO OR REGARDING:

Name _____

Address _____

Date of Birth _____

PSYCHOLOGIST-PATIENT SERVICES AGREEMENT

Welcome to our practice, Clinical Psychology Associates of North Central Florida, P.A. (CPANCF). This document (the Agreement) contains important information about 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 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 explains HIPAA and its application to your personal health information. The law requires that we obtain your signature acknowledging that we have provided you with this information by the end of the first session.

Although these documents are long, it is very important that you read them carefully. We will be happy to discuss any questions you have. When you sign this document, it will also represent an agreement between you and CPANCF, it's employees, and contractors. Except for certain options which are noted as irrevocable, you may revoke this Agreement in writing at any time. That revocation will be binding on us unless we 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 SERVICES

There are many different methods we may use to deal with the problems that you hope to address. Psychotherapy calls for an active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home. In seeking evaluation or treatment with our office you are agreeing to provide relevant, accurate and complete information, without omission, as to your history, symptoms, complaints, medication, and current status. Your responsibilities are to make your best efforts on any tests of performance such as neuropsychological, achievement or ability testing. As appropriate or customary, our assessment procedures may include measures of effort and response bias. Failing to make adequate effort or misrepresenting information may have adverse consequences if you are participating in evaluations for determinations of government or other benefits, or if you are party to a legal suit for claims, or involved in a civil or criminal action.

Psychotherapy can have benefits and risks. Since therapy may involve discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, better occupational functioning, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

The diagnostic assessment and mental status will involve an evaluation of your needs by reviewing your medical, social, occupational, family and mental health history as well as reviewing current and past symptoms and significant life events. In some cases further formal assessment through psychological or neuropsychological testing may be required or suggested to further assess your abilities, personality or coping skills. We will often request records from other providers that are or have been involved in your care and review these to coordinate care and assist in the assessment phase. Some of these records may not be received for some time, and will be incorporated and reviewed as received. At the end of this assessment phase, unless in certain circumstances where we perform this assessment or consultation for a third party, we will offer you our impressions based upon the information we have gathered. In some cases we will have only a consultative or assessment role. Should you continue beyond an assessment phase, we will discuss a treatment plan and treatment options.

Where applicable, you should evaluate the assessment and treatment plan information along with your own opinions of whether you feel comfortable working with your psychologist or resident. Assessment and therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

We have a number of brochures available regarding the nature of our assessment and therapy services and additional information available on our website at CPANCF.COM.

While we share offices, each of the independent practices of C. Russell Clifton, Ph.D., Domingo Cerra, M.D. and William Edenfield, Ph.D. are separate entities from CPANCF and are responsible for maintaining their own policies and procedures. Other than when these independent practices specify in writing that they are performing services under contract with CPANCF, or under any Business Associate Agreement, CPANCF is not responsible for treatment, care, services, policies or procedures of these other practice. These practices are not responsible for any treatment, care, services, policies or procedures rendered by CPANCF other than when providing services under contract or a Business Associate Agreement.

MEETINGS/SESSIONS

The normal psychotherapy intake assessment phase, involves gathering history and your presenting complaints as well as assessing your mental status. This may take 1 to 2, and sometimes 3 to 4, 45-50 minute sessions. This varies greatly since we assess and treat a wide variety of patients in a wide variety of situations. We will inform you about unusual departures from these expectations early in our meeting(s).

If we mutually agree to begin psychotherapy, we usually schedule one 45 to 50-minute session (one appointment hour of 45-50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. In some cases as you progress, we may also reduce the frequency of visits. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation for a therapy session or 72 hours advance notice in the case of full-day assessments. We may make exceptions, at our discretion, for emergency or unusual circumstances. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. We may or may not reschedule assessments at our discretion. Repeated missed appointments may result in termination of therapy.

PROFESSIONAL FEES

Our usual and customary fee for your first one-hour appointment, described as the “Diagnostic Assessment” or “intake” is \$275.00. Hourly fees vary by therapist, but currently are between \$160.00 – 180.00 per 45-50 minute appointment. In addition to weekly appointments, we charge this amount for other professional services related to psychotherapy you may need, and \$180 per hour for reviewing medical records, though we will break down the hourly cost for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, scoring and interpretation of testing, report writing, and the time spent performing any other service you may request of us.

We offer a wide variety of psychological assessment services. We bill for our psychological or neuropsychological testing services at a rate of \$250 per hour for time seen in testing (including any time for which you are late), scoring, interpretation and report. We offer a range of such evaluations from assessment of intelligence, learning disabilities, adjustment to pain or health difficulties, work adjustment, career interests, dementia, competency, fitness for duty, personality assessment to much more comprehensive assessments discussed below. When scheduling assessments we will discuss the likely time and costs required to the best of our abilities. However, some individuals may take longer to complete the same assessment than others, and it is possible unforeseen issues may arise. While we will make efforts to timely inform you of any substantial changes in our estimates, your out-of-pocket costs may vary due to our being provided with incomplete, late, or erroneous information about your copayments and deductibles.

Our office Assessments for Attention Deficit Hyperactivity Disorder and/or Learning Disability can require 1-2 days depending on complexity of presentation. Fees may range from \$2800 - 6000, but can be less if we determine a more limited evaluation is appropriate.

We may allow for discounts for prepayment on a case by case basis.

We currently are in-plan insurance providers for only Blue-Cross Blue Options, PPC and PPO products (not Health Options or HMO products). It is our understanding per their communication with providers, our professional organization’s contact with their administration and per their policies services to determine IQ, mental retardation, educational testing for learning disabilities and any court-ordered services are not covered and are not to be billed to them. By seeking services at our office you are agreeing that you will privately pay for any of the above services, and unequivocally and without right of revocation will not request we bill these services to insurance.

Neuropsychological evaluations for developmental or acquired brain injury often require 1 ½ to 2 ½ days of testing and in rare occasions more. These are usually scheduled for 9:00 a.m. to 5:00 p.m. with an hour for lunch. Additional time is billed for scoring and interpretation (report), approximately ½ hour of scoring and interpretation required per hour of testing (possibly more in cases where civil or criminal claims or litigation is involved). Fees for neuropsychological evaluation and review of records can range from \$6000- 8000 for evaluations. In cases which involve complex determinations and a great deal of research, medical record review, or forensic consultation fees can reach \$10,000 - 15,000 or more.

Workers Compensation Neuropsychological or Psychological Evaluations and Psychological or Neuropsychological Independent Medical Evaluations are usually pre-arranged for payment with your attorney or an insurer/carrier or its representative.

If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time set aside for preparation, deposition, testimony, including preparation and transportation costs, even if we are called to testify by another party. Note that depositions and testimony canceled less than 72 working hours in advance will incur full fee for the time that was reserved. Professional charges for preparing for testimony, legal involvement, including completing any forms requiring professional opinions, are charged on a basis of \$250 per hour. In case of deposition or court testimony within 1.5 hours of our Gainesville office charges are \$375.00 per hour, portal to portal from our Gainesville office for actual or reserved time (whichever is greater). For out of town

depositions or court appearances (outside of Alachua or Marion Counties) fees are based upon \$3800 per full day, or \$2000 per ½ day (9-1 or 1-4) in addition to travel expenses (flight, car rental or mileage may apply) and a \$150-200 per day per diem for lodging and up to \$50 per day for meals.

CONTACTING US

Due to our work schedule, your therapist may not be immediately available by telephone. We usually have staff available to answer phones between 9 AM and 5 PM excluding holidays and weekends. Brief, routine after hour messages may be left on office voicemail and will be reviewed by our front office staff and responded to during normal business hours. Our after-hours voice mail also provides a phone number to reach us with more urgent after-hours matters. When you leave messages at the office, we will make efforts to return your call within 24-72 hours, with the exception of weekends, holidays, or if we are out of town. In some cases, we may have one of the CPANCF psychologists, residents, assistants or staff return your call if we are not available or on vacation. In other cases we may arrange for coverage with the independent practice of C. Russell Clifton, Ph.D. if we are out of town. If you are difficult to reach, please inform us of some times when you will be available.

If you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. In case of medical emergencies, overdoses of medication or situations where your physical health or safety is in immediate danger call 911.

Our website is for educational purposes only. Please do not use our website to contact us with any patient information. We do not always check the site regularly for e-mail and any correspondence received is not secure.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist, but some situations are excluded by law. 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 and/or other Federal or State law.

There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for the following activities and those provided in the attached Notice:

- 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 patients. The other professionals are also legally bound to keep the information confidential. If you don't 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 my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that we share offices with and practice with other mental health professionals and that we employ administrative staff, residents, students and interns. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, returning messages to you, and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members, students and interns 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.
- We have contracts with a number of independent practices, government and state agencies, municipalities, employee assistance programs, billing program vendors, and hardware and software vendors/maintenance individuals and companies and entities which are considered "Business Associates". When applicable and required by HIPAA, we have formal Business Associate contracts with these businesses, in which they promise to maintain the confidentiality of any data they are disclosed or come into contact with except as specifically allowed in the

contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.

Protected health information may be used or disclosed in supervised training within our office where Psychology Residents, Assistants in Psychology, interns or trainees learn to practice psychotherapy or assessment.

We may use personal health information to conduct or participate in research studies based upon clinical and health records (archival research). In such cases any personal identifying information shall be removed from any data sets created. Any such planned research shall be contingent upon a review of the research plan by us to ensure that privacy and other ethical requirements are met. For example, we may collect outcome data on group treatment approaches or we may use limited data from your record to conduct a study of test patterns in head injury. Of course, we will not conduct any experimental research without a separate informed consent.

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

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 your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your (or your legal representative's) written authorization, or a court order, or if we receive a subpoena of which you have been properly notified and you have failed to inform me that you oppose the subpoena. If you are involved in, or contemplating litigation, you should consult with your attorney to determine if a court is likely to order us to disclose information.
- If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, 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 a patient files a worker's compensation claim, and we are providing necessary treatment related to that claim, we must, upon appropriate request, submit treatment reports to the appropriate parties, including the patient's employer, the insurance carrier or an authorized qualified rehabilitation provider. HIPAA rules also do not protect your information when applying for governmental or private disability, or when you are covered by automobile insurance.

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.

§ If we know, or have reason to suspect, that a child under 18 is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that we file a report with the Department of Child and Family Services. Once such a report is filed, we may be required to provide additional information.

§ If we know or have reasonable cause to suspect, that a vulnerable adult has been or is being abused, neglected, or exploited, the law requires that we file a report with the central abuse hotline. Once such a report is filed, we may be required to provide additional information.

If we believe that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to society, we may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or seeking hospitalization of the patient.

If such situations arise, if prudence and safety allows, we will make a reasonable effort to fully discuss it with you before taking any action and we 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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that disclosure would physically endanger you and/or others or makes reference to another person (other than a health care provider) and we believe 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, 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.

In most circumstances, we are allowed to charge a copying fee of \$1.00 per page for the first 25 pages and 25 cents per page thereafter as well as postage or other costs associated with furnishing you these records. We may withhold copies of your records until payment of the copying fees has been made. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request. You agree that unless a medical emergency exists, provision of records within 30 days of request will be considered timely.

PATIENT RIGHTS

With certain exceptions, such as those involved in forensic, legal or Worker's Compensation matters, HIPPA provides 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 my 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. Children between 13 and 17 may independently consent to (and control access to the records of) diagnosis and treatment in a crisis situation. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement, is also essential, we may request an agreement with minors [over 12] and their parents about access to information. This agreement provides that during treatment, we will provide parents only with general information about the progress of the treatment, and the patient's attendance at scheduled sessions. We may also provide parents with a summary of their child's treatment when it is complete. In these cases, we may 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 concerns. 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.

It is our understanding that Federal laws are more stringent in protecting release of Drug and Alcohol information regarding adults as well as minor children. While we recognize the serious parental concerns in this regard, we cannot release such information without your child's informed consent.

By presenting your minor child for treatment, you are representing and affirming that you have legal parental authority to do so. Unless parental rights have been terminated, or there have been other specific restrictions imposed by the court or law, you are affirming that both parents have equal rights to information about diagnosis and treatment under the law.

COMPLAINTS ABOUT SERVICES

We strive to provide quality services in a caring and professional manner. However, we understand that sometimes disagreements or complaints regarding services can occur. We encourage you to first discuss these directly with the individual involved in order to directly solve any problem. If you wish, or if this does not provide adequate remedy, you may contact our Executive Director, Ernest J. Bordini, Ph.D.

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. Payment schedules for other professional services will be agreed to when they are requested.

A service fee of \$25.00 per month shall apply to any accounts which there is an outstanding balance and payments are late, delinquent, or which there has been no payment made by you or your insurance company on the balance within the past 30 days.

A minimum charge of 15 minutes of time will be charged for completion of any forms for your employer or other entity. This may be charged at \$130.00 per hour to \$250.00 per hour in 15 minute increments depending on the nature and complexity of the form and normally will not be billed to insurance.

Patient statements are usually sent the last week of each month. The portion marked patient responsibility is due upon receipt. We accept Visa and MasterCard. You may arrange to bill copayments and deductibles automatically by contacting our office manager. Other payment arrangements must be made in advance.

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 court which 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, personal identifying information, payment history, information about any agreements or authorizations made regarding payment or responsibility for services, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included by us or our attorney in the claim.

By signing this agreement you understand that you are responsible for reasonable attorney and legal fees for accounts that go to collections. We will also release information necessary to file a adverse credit report with Equifax or other such agency.

Our Office Managers are Ms. Jackie Williams and Ms Darlene Wise. They are generally available to answer billing and insurance questions between 9:00 a.m. and 4:00 p.m. Monday to Friday.

SPECIAL ACCOMMODATIONS

If you require any special accommodations for purposes of evaluation or treatment, you agree that you will provide a written statement of what you require such that it may be discussed at your first visit. We will make reasonable

efforts to make reasonable accommodations, though for tests to be interpreted in a valid manner, you agree these must be administered in a standardized manner.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment or assessment. We will fill out forms and provide you with assistance in filing claims. We may, at our discretion, provide additional assistance in appealing rejected claims, though if additional reports are required, you may be charged associated fees for any professional time involved. However, you (not your insurance company) are responsible for full payment of our fees, co-payments, deductibles, non-covered services or services which your particular plan may determine to be “not medically necessary” or beyond what they determine to be their maximum allowable charges. Some of these fees may be limited if we have a contract with your insurance company. It is very important that you find out exactly what mental health or assessment services your insurance policy covers and any limitations involved.

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. We 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. However, since plans vary greatly even within a single insurance company, you must understand that we in no way guarantee your coverage and that you are ultimately responsible for payment for services rendered regardless of any verbal communications you receive from our office or your insurance company in our efforts to assist you.

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 short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, many patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow us to provide services to you once your benefits end. If this is the case, we will make reasonable efforts to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis and procedure codes. 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 efforts 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. Information may be used by insurance to limit or terminate your benefits or deny future services or insurance due to pre-existing conditions. We will provide you with a copy of any reports we submit, if you request it. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above, unless prohibited by contract.

If you wish to maximize your privacy it is our recommendation that you pay privately for services. Unless you request to pay privately and clearly note this below, by signing this Agreement you agree that we can provide requested information to your carrier. If you agree to pay privately you are agreeing you are permanently and irrevocably waiving any rights to file for any insurance benefits (government or otherwise) related to those services and agree to waive any rights related to any failure on our part to bill insurance or other third party for those benefit

PSYCHOLOGIST-PATIENT SERVICES AGREEMENT

Your signature below indicates that you have read the information in this document, that the information and agreement have been presented to you in a manner you understand, that you have had an opportunity to ask any questions, and that you agree to abide by its terms during the period of time services are rendered and for a period of 7 years following last date of service or 7 years after which time age of majority is reached, whichever is later.

Initial one:

___ Please bill my insurance carrier(s). I will be responsible for noncovered services, co-payments, deductibles, and other fees not covered by insurance as allowed by this contract and law. I authorize you to bill my insurance plan and authorize assignment of any insurance or government benefits, claims, and/or settlement proceeds to CPANCF. I authorize release of information necessary to process such claims.

___ I will private pay for services. I will be responsible for all fees at the time of service unless otherwise agreed to by CPANCF. I agree that I will not subsequently bill my insurance carrier for services and I irrevocably agree that I will not ask that CPANCF bill insurance or any third party for such services.

___ Fees will be paid by a third party. This will be _____. I authorize release of information requested by third party for purposes of CPANCF securing payment.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND CONDITIONS AND ALSO SERVES AS AN ACKNOWLEDGMENT THAT YOU HAVE RECEIVED THE ATTACHED HIPAA NOTICE FORM DESCRIBED ABOVE.

I hereby agree to the terms and conditions of the Service Agreement and, as checked above, accept any financial responsibility for services rendered by Clinical Psychology Associates of North Central Florida under this agreement.

Signed _____

Patient or Legal Guardian Name

(printed) _____

Patient or Legal Guardian Signature

Date : _____

Witness _____ Date _____

Responsible Party (if not same as above) I hereby accept financial responsibility and agree to promptly pay for rendered services rendered to _____ by *Clinical Psychology Associates of North Central Florida* under the terms of this agreement.

Signed _____ Date: _____

Name: _____

Address: _____

Phone: _____ Social Security Number _____

I hereby accept assignment of health and other insurance benefits

Physician/supplier signature _____ Date _____