

Patient Name \_\_\_\_\_

**KAROL NEUROPSYCHOLOGICAL SERVICES**  
**11800 SINGLETREE LANE #203 EDEN PRAIRIE, MN 55344 (952) 944-5502**

**PSYCHOLOGIST-PATIENT SERVICES AGREEMENT**

Welcome to Karol Neuropsychological Services (Brain Health Group, LLC). 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. We will need your signature before we proceed. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will also represent an agreement between us. In part, you are agreeing to put forth full and consistent effort on all testing, evaluation, and/or treatment and to inform us if there is any reason you are unable to do so. In addition, you are agreeing to make no attempt to overtly or covertly audio, video, or otherwise record any portion of interview, testing, treatment, phone calls, or other contact with us. You may revoke this Agreement in writing at any time. That revocation will be binding on Karol Neuropsychological Services unless we have taken action in reliance on it; if there are obligations imposed on our practice 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. You should be aware that this Agreement will be in effect for one year from the date of signing or during the continuation of services or the resumption of services unless you specifically request that it remain in effect for a shorter time. This contract, or any provision of this contract, can be revoked by you at any time, except to the extent that we have relied on it.

**PSYCHOLOGICAL SERVICES**

**Neuropsychological/Cognitive Evaluation:**

This evaluation typically consists of a diagnostic interview and psychometric assessment. The usual purpose of this evaluation is to determine how your brain is functioning. The results help show strengths and difficulties. The information may be used for diagnosis, life planning for work, school, or litigation, as examples, or treatment planning. The interview will cover such topics as past and present medical and psychological treatments or history, cognitive complaints, emotional status, behavioral actions, sensory complaints/hallucinations, sleep/appetite/sexual status, legal history, abuse history, chemical use history, mental status, educational history, vocational history, and family and marital history, coping and status. Other topics may also be covered depending upon your answers. In addition, there may be psychometric assessment of personality or emotional variables. Furthermore, the evaluation will entail psychometric evaluation of cognitive and performance variables, such as orientation, concentration, tracking, memory, learning, reasoning, mechanical ability, planning, language, motor function, and effort. This evaluation will include answering oral questions, manipulating objects, writing, drawing, completing motor actions, and doing computerized tasks. You agree to authorize this assessment as your psychologist deems necessary to complete the evaluation. The psychometric assessment may be conducted by an assistant to the psychologist. We will not be able to tell you how you are doing during the evaluation and the results are not usually ready at the end of the assessment. However, usually we will schedule a follow up visit for you with your psychologist to review your results. Cognitive/neuropsychological evaluation sometimes

entails emotional pain, stress and life change and you acknowledge that the practice of psychology is not an exact science. You affirm that no guarantees have been made to you regarding the outcome of the evaluation procedures. For neuropsychological/cognitive evaluations, the interview typically takes between one and two hours and psychometric assessment may take up to approximately eight hours. These may be scheduled over more than one meeting.

**Psychological evaluation/ behavior evaluation/evaluation for behavioral professional services:**

This evaluation typically consists of a diagnostic interview and psychometric assessment. The purpose of the evaluation is usually to determine your emotional, behavioral, and personality functioning, and may entail its impact on health. The information may be used for diagnosis, life planning for work, school, or litigation, as examples, or treatment planning. The interview will cover such topics as past and present medical and psychological treatments or history, cognitive complaints, emotional status, behavioral actions, sensory complaints/hallucinations, sleep/appetite/sexual status, legal history, abuse history, chemical use history, mental status, educational history, vocational history, and family and marital history, coping and status. Other topics may also be covered depending upon your answers. In addition, there may be psychometric assessment of personality, emotional, or health variables. You agree to authorize this assessment as your psychologist deems necessary to complete the evaluation. The psychometric assessment may be conducted by an assistant to the psychologist. Results of the evaluation will likely not be available immediately at the end of the assessment. Psychological evaluation sometimes entails emotional pain, stress and life change and you acknowledge that the practice of psychology is not an exact science. You affirm that no guarantees have been made to you regarding the outcome of the evaluation procedures. For evaluations the interview typically takes between one and two hours and psychometric assessment may take up to approximately two hours.

**Psychotherapy/ behavior treatment/ behavioral professional services:**

Psychotherapy is treatment usually aimed at helping one cope with life issues. The usual focus after brain injury is adjustment to disability. The usual focus for other health conditions is coping with, and treatment of, the health condition. This may include addressing work, relationships, living arrangements, driving, chemical use, emotional status, behaviors, cognition, etc. There are many different methods we may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very 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. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Psychological treatment sometimes entails emotional pain, stress and life change and you acknowledge that the practice of psychology is not an exact science. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience. Also, you affirm that no guarantees have been made to you regarding the outcome of the treatment procedures. Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable engaging in the work and process with the assigned provider. 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. The preceding paragraph also applies to health+behavior intervention. For behavioral

professional services there is overlap with above services/statements, but the usual focus is addressing behavior and developing a behavior plan and may primarily or exclusively entail consultation with staff. For treatment, after interview, we normally consider the first 2 to 4 treatment sessions as also for the purposes of initial evaluation. During this time, you and your therapist can decide if the entering further into the therapeutic relationship is appropriate to provide the services you need to meet your treatment goals. For psychotherapy, or health+behavior treatment, we will usually schedule approximately 60, 45, 30 minute sessions at a time we agree on, although some sessions may be longer.

### **MEETINGS**

**Due to demand for professional services, once an appointment is scheduled, you will be expected to pay for it unless you provide 48-hour advance notice of cancellation. Late cancellation/no-show fees for therapy will be assessed based on rates for time scheduled as listed under Professional Fees below. For late cancellation/no-shows of evaluation appointments, a fee of one hour will be charged based on rates listed under Professional Fees below. It is important to note insurance companies do not provide reimbursement for canceled sessions and you will be responsible for payment in full. You may be offered a chance to reschedule once the late cancellation/no-show fee is resolved. You may also be asked to submit a deposit to reserve an appointment slot after late cancelling or not showing to an appointment. We reserve the right not to reschedule.**

### **PROFESSIONAL FEES**

Karol Neuropsychological Services' (Brain Health Group, LLC) fees are as follows: \$290/hour for evaluation and related procedures. For psychotherapy sessions: 30 minutes = \$125; 45 minutes = \$250; and 60 minutes = \$290. For health+behavior evaluation/intervention: \$75 per 15minutes. However, legal work is charged at \$450.00/hour. In addition to appointments, we charge these amounts for other professional services you may need. 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, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time including waiting time, and preparation and transportation costs, even if we are called to testify by another party, and for time that we have reserved for meetings or testifying that are canceled by you or another party. We require a significant nonrefundable deposit for legal work. Because of the complexities of legal involvement, we charge \$750.00/hour for preparation and attendance at any legal proceeding. There are additional fees and conditions and we can provide you with our retainer agreement that summarizes all fees if you request it. Our fees may change over time and we will let you know at such time that you intend to have a chargeable service if our fees have changed before we mutually agree to provide any service.

### **CONTACTING ME**

Our office hours are flexible. However, due to our work schedule, we may not be immediately available by telephone. Furthermore, we will not answer the phone when we are with a patient. When we are unavailable, our telephone/extension will transfer to voicemail. Do ***not*** leave urgent/emergency messages. Rather, in emergencies call 911. You may also contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call if you feel that you do not need 911. If you do leave nonurgent/nonemergency messages please leave your number (home, work, cell) each time. It would also be helpful if you provide times to contact you. We generally return phone calls within 24 hours or less, not including weekends or holidays. In the event your assigned provider will be unavailable for an extended time, we will provide you with

the name of a colleague to contact, if necessary. You are hereby agreeing to permit us to leave messages for you at the numbers you provide either at the time you call or previously provided that may include confidential or identifying information.

### **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 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 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 our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that we practice with other mental health/clinical professionals and that we may employ administrative/volunteer 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 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 also have contracts with, and will share information with, other business associates such as for the facilitation of billing. As required by HIPAA, a formal business associate contract is established binding them 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 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.
- 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 we provided to you, 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. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
  - If a government agency, pursuant to their lawful authority, 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 me, we may disclose relevant information regarding that patient in order to defend myself.
  - If a patient files a workers' compensation claim, we must, upon appropriate request, disclose information related to the claim to appropriate individuals, which may include the patient's employer, the insurer or the Department of Labor and Industry.

- 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 know or have reason to believe reason a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years, the law requires that we file a report immediately with the appropriate government agency, usually the local welfare agency. Once such a report is filed, we may be required to provide additional information.
- If we have reason to believe that a vulnerable adult is being or has been maltreated or if we have knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained, the law requires that we file a report immediately with the appropriate government agency, usually an agency designated by the county. Once such a report is filed, we may be required to provide additional information.
- If we believe that you present a serious and specific threat of physical violence to another, we may be required to disclose information necessary to take protective actions. These actions may include notifying the potential victim, contacting your family or others who can help provide protection, contacting the police, or seeking your hospitalization.
- 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 an attorney. In situations where specific advice is required, formal legal advice may be needed.

### **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, we may keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive 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. Except in unusual circumstances that involve danger to yourself and 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 charge for this review meeting. we also charge a fee for retrieval and copying at the maximum level set for these services by the Minnesota Department of Health. The exceptions to this policy are contained in the attached Notice Form. 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 may request records be provided in alternative forms. In addition, we may also keep a set of Psychotherapy Notes. These Notes are for our own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, our analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can

request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless we determine that the information they contain is detrimental to your physical or mental health, or is likely to cause the patient to harm another. If we agree to your review or your receiving a copy, we charge for the review meeting and we also charge a fee for retrieval and copying at the maximum level set for these services by the Minnesota Department of Health. If we deny your request to examine your Psychotherapy Notes, you may select an appropriate third party to whom these notes will be forwarded. This individual may choose to disclose these notes to you. In this event, we recommend that the individual you select be another mental health provider to perform this task. Note, if you choose to pay for the full cost of sessions without using insurance we will at your request not release those records to the insurer.

### **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 or to whom it is disclosed; 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; being notified of breach of unsecured information; 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. You have the right to not have information be sent to a health plan if the disclosure would be for obtaining payment or health care operations and is not otherwise required by law if you pay up front in full for the service. You have the right to file a complaint with us directly or with the appropriate agency.

### **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. Because privacy in psychotherapy is often crucial to successful progress, 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 treatment, we will provide them only with 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 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. 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 lawyer or going through small claims court or other court which will require me 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**

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 for other coverage as applicable, but you remain ultimately responsible for all charges incurred. We 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 our fees. It is very important that you find out exactly what mental health or other applicable services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health services other applicable services. If you have questions about the coverage, call your plan administrator. Of course, 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, but you are ultimately responsible for your understanding your coverage. If it is necessary to clear confusion, we, or our staff or our business associates may 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 or other applicable coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services or other applicable services. You are responsible to know and inform us if prior authorization is needed for any care. For treatment, 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, some patients feel that they need more services after insurance benefits end. At that point if you wish to continue you would be fully responsible for your bill. Some managed-care plans (and other plans) will not allow me to provide services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your psychotherapy. In regard to evaluation, it is sometimes difficult to determine exactly how much mental health coverage or other applicable coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services or other applicable services. These plans are often limited to briefer evaluations than your psychologist feels is necessary and some patients feel that they need more complete evaluation than insurance benefits cover. It may be necessary to seek approval at some point for further evaluation approval. If not forthcoming from the insurer, at that point if you wish to continue you would be fully responsible for your bill. For treatment and evaluation, 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. 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 data bank. We will provide you with a copy of any report we submit, if you

request it. By signing this Agreement, you agree that we can provide any requested information to your carrier. This includes health, auto, or any other applicable third-party reimbursement source. 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 they run out before you feel ready to end your sessions. 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.

THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED ACCORDING TO THE LAWS OF THE STATE OF MINNESOTA. IN THE EVENT THAT ANY STATEMENT IN THIS DOCUMENT IS DEEMED TO BE IN CONTRAST WITH ANY APPLICABLE LAW , THE REMAINING DOCUMENT SHALL CONTINUE IN FORCE. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS, IS AN ACKNOWLEDGMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE, AND ALSO SERVES AS THE "SIGNATURE ON FILE" FOR INSURANCE SUBMISSION.

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Patient Name (Print)

Signature

Date

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Parent/Legal Guardian (Print)

Signature

Date