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## **PSYCHOLOGIST - PATIENT SERVICES AGREEMENT**

Welcome to our practice. This document 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 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, which can be accessed on our website, [www.eckart-phd.com](http://www.eckart-phd.com), 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.

Although these documents are long and complex, it is very important that you read them carefully. When you sign this document, it will represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I 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.

### **NEUROPSYCHOLOGICAL AND PSYCHOLOGICAL TESTING**

The process of psychological or neuropsychological testing varies depending on the age of the individual and the referral questions being addressed. The evaluation typically includes a diagnostic interview, or an intake interview with parents in the case of a child, a review of records, and formal testing in one or two sessions. After the evaluation, the information is analyzed and a report that includes the results of the testing and specific recommendations will be generated and sent to you. The evaluation process also includes a feedback meeting to review the results.

A parent may request additional services as part of the assessment of a child, including educational achievement testing, interviews with teachers or other providers, or an observation in a school or other setting.

It is important to understand before beginning the testing process that the results may or may not be as expected or hoped for, particularly in the case of a child. In addition, after you receive the written report, it will be your decision with whom to share the report and for what purposes. We cannot be held responsible for any unfavorable outcome that may result from sharing the report, for example, as a means of gaining special educational services or therapeutic services, or as part of an application to school admission, or for disability services.

### **PROFESSIONAL FEES**

When people pay for our services themselves, fees are collected at the time of the appointment. We can give you an estimate of the price for the evaluation before we begin. When people pay us out of pocket, we ask that they pay the full cost of the evaluation at the first testing session.

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Many psychological services are covered by insurance. If we are able to bill your insurance company and your insurance company provides payment, there should be no cost to you except for co-pays and any unmet deductible on your plan. Please note that if you have an unmet deductible, there may be some patient responsibility for services, even if they are covered under your plan. We will make every effort to work with your insurance company for reimbursement, but if your insurance company does not pay the claims, you will be responsible for payment. The following services, provided in our office, are generally covered by health insurance:

- Intake and feedback sessions.
- Parent consultation.
- Psychological testing.
- Neuropsychological evaluation.
- Developmental evaluation of a toddler.
- Follow-up sessions to evaluate progress.

Please note that if payment is being provided through an insurance company, they will require us to disclose information such as the dates of service and diagnosis. If treatment is being provided through a school or other organization, such as the Massachusetts Rehabilitation Commission, this organization will have access to the report that is generated.

The following services can be provided as needed but are not covered by insurance. These services are billed at an hourly rate, including writing time to incorporate findings into a report. Services provided in other settings, such as at a school, also involve billable travel time and preparation.

- Educational achievement testing in the areas of reading, math, and written language. This service is billed at a set fee of \$800.00.
- Cognitive testing as part of a school admissions application.
- Classroom observation, or an observation in another setting.
- Attendance in person at team meetings, mediation, or hearings.
- Attendance at meetings by phone.
- Phone interviews or consultations of over 15 minutes duration with schools, advocates, therapists, or providers.
- Intake or feedback sessions conducted by phone.
- Changes and revisions to written reports.

Revision requests for written reports will be considered, but cannot always be honored. Examples of revisions that will be made promptly at no additional charge include errors such as misspellings or inaccurate information regarding patient history. Please note that any requested changes to written reports need to be made in writing within two weeks of receiving the report, and can only be requested by the client or the client's parents (if child is a minor). After two weeks have passed, revision requests related to report content, or regarding any inaccuracies, will be billed at the rate of \$150.00 per hour.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communication between a patient and a psychologist. In most situations, we can only release information about your (or your child's) evaluation/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:

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- Other psychologists in the office may have access to and knowledge of identifying information through our computerized scheduling system for our practice. We may also consult for clinical reasons to improve the accuracy of test interpretation.
- We may occasionally find it helpful to consult with other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of a 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 also have contracts with some insurance companies. As required by HIPAA, we have a formal business associate contract, in which they promise 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 may be required to collect overdue fees, if necessary.

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. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.
- If a government agency 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 or my associates, we may disclose relevant information regarding that patient as part of a defense.
- If a patient files a worker's compensation claim, we must, upon appropriate request, provide appropriate information, including a copy of the patient's record, to the patient's employer, the insurer or the Department of Worker's Compensation.

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 have reasonable cause to believe that a child under age 18 is suffering physical or emotional injury resulting from abuse inflicted upon him or her which causes harm or substantial risk of harm to the child's health or welfare (including sexual abuse), or from neglect (including malnutrition), the law requires that we file a report with the Department of Social Services. Once such a report is filed, we may be required to provide additional information.
- If we have reason to believe an elderly individual is suffering from or has died as a result of abuse (including financial exploitation), the law requires that we report to the Department of Elder Affairs. If we have reason to believe that a mentally or physically disabled individual is suffering from or has died as a result of a reportable condition (which is defined as a serious physical or emotional injury resulting from abuse and includes non-consensual sexual activity), the law requires that we report to the Disabled Persons Protection Commission and/or other appropriate agencies. Once such a report is filed, we may be required to provide additional information. We need not report abuse if a disabled person invokes the psychotherapist-patient privilege to maintain confidential communications.

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- If a patient communicates an immediate threat of serious physical harm to an identifiable victim or if a patient has a history of violence and the apparent intent and ability to carry out the threat, we may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient.
- If a patient threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

If such a situation arises, we will make every 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. In situations where specific advice is required, formal legal advice from an attorney may be needed.

### **PROFESSIONAL RECORDS**

The laws and standards of my profession require that we keep Protected Health Information about you (or your child) in your Clinical Record. For therapy patients, you may examine and/or receive a copy of these records if you request it in writing, unless we believe that access would harm or endanger you. In those situations, you have a right to a summary and to have your record sent to another mental health provider or your attorney. 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. This does not generally apply to a psychological or neuropsychological report, which will be sent to you upon request; however, we do not recommend that testing reports be read by minor children.

Electronic medical records are stored securely on a site that is HIPPA compliant. Please note that electronic communication, such as email, is not always secure. By requesting email transmission of Protected Health Information, you are assuming responsibility for any risks to the privacy of your information. Protected Health Information, including test reports, can be sent securely through an encrypted site upon request.

At times we may find it helpful to make an audio recording during testing, to facilitate scoring accuracy. These recordings will be reviewed by the clinician, and are deleted as soon as is practical, usually within a week after testing is completed. Please let us know if you object to having portions of your, or your child's, testing session recorded.

Some evaluations may include questionnaires or checklists provided and scored online through testing services such as Pearson or WPS. Online testing services used by psychologists are bound by confidentiality under HIPAA and do not store information in a way that can identify individual patients by name. Please talk with us if you have any concerns about tests that are administered and scored online.

### **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that we 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 policies and procedures recorded in your records; and the right to a paper

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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.

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT ENTIRELY AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE REVIEWED THE HIPAA PRIVACY INFORMATION DESCRIBED ABOVE. YOUR SIGNATURE ALSO ACKNOWLEDGES THAT YOU HAVE RECEIVED A COPY OF THIS ENTIRE AGREEMENT.**

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Signature and Date (If signing on behalf of a minor child, I attest that I have legal custody of the child.)

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Please print your name

I understand that educational achievement testing including tests of reading, writing, and math will not be included in my (or my child's) psychological/neuropsychological evaluation unless it is specifically requested and a separate fee of \$800.00 is provided at the time of testing.

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Signature and Date (If signing on behalf of a minor child, I attest that I have legal custody of the child.)

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Please print your name

### **Request for Report**

I request that my (or my child's) evaluation report be sent to me via email to this email address: \_\_\_\_\_ . Email transmission of protected health information (such as a written report) will be HIPAA compliant and encrypted, so that it requires a password and cannot be read by third parties. However, I understand that information sent via email may not be secure and confidential, and I accept any risks regarding the privacy of emails regarding health information.

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Signature and Date (If signing on behalf of a minor child, I attest that I have legal custody of the child.)

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Please print your name

### **Contact with Teacher or Other School Staff (Optional)**

I give permission for Dr. Lou Eckart or her associates to contact my child's teacher, or other staff at my child's school, as part of the evaluation process. Please print the name of the person to contact, and an email address where they can be reached:

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Signature and Date (If signing on behalf of a minor child, I attest that I have legal custody of the child.)

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Please print your name

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