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PSYCHOLOGIST-PATIENT SERVICES AGREEMENT
[WASHINGTON]

Welcome to my practice. This document (the Agreement) contains important information about my 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 I 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 I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us.

PSYCHOLOGICAL SERVICES

As a licensed psychologist in the state of Washington, I specialize in providing evaluations - including neuropsychological, psychological, and psycho-educational testing - for preschoolers, children, and adolescents. My evaluations examine the student's functioning as it pertains to their learning and school success. Psycho-educational evaluations are my most basic. They can typically be done in one session and are used for advanced learning questions. Psychological and neuropsychological evaluations are more comprehensive. They have several steps and are intended to answer questions regarding attention, information processing, behavior, and learning. First, I meet with parents for an intake session where I conduct a thorough interview about the reason for referral and the background history. I also review relevant medical records, prior assessments, and school progress reports. Next, I work clinically with the student (usually one to three sessions). During those sessions, I engage the student in norm-based tests and other activities that are designed to give me information about their educational and behavioral development. After the testing is complete, I meet with the family once more to discuss the results and recommendations. Finally, I provide families with an evaluation report for their records and close the case.

Evaluations can have benefits and risks. Since the evaluation process involves the identification of challenges that impact learning, there is the chance that the child and/or their parents may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. I can provide referrals for psychiatric or psychotherapeutic care, if needed. However, more often, children describe testing as interesting and parents find the information helpful. Evaluations been shown to have many benefits. First and foremost, they have the potential to shed light on, and give clarity to, complex issues that are troubling to a child and, consequently, his/her family. This clarity paves the way for targeted interventions that begin to provide relief. While there are no guarantees of what you will experience, most often families believe that testing provides valuable information.

Our first intake session will involve an evaluation of your family's needs. By the end of that session, I will be able to offer you some first impressions of what our work will include, if you decide to continue. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Testing involves a commitment of time, money, and energy, so you should be very careful about the psychologist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

For families seeking psychological or neuropsychological evaluations, our first meeting is a parent intake session. During this time, we discuss your concerns and decide if I am the best person to provide the services you need in order to meet your goals. The next sessions are the testing sessions with your child. The final session is the feedback meeting where we discuss results. Once the sessions are scheduled, you will be expected to provide at least 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. If it is possible, I will try to find another time to reschedule the appointment.

PROFESSIONAL TRAINING

Professionally trained in the northeast, I hold a master's degree from Boston University (1992) and another master's degree and doctorate in School-Clinical Child Psychology from Yeshiva University in New York City (1998). Beginning in graduate school, my chosen specialization was neuropsychological, psychological, and psycho-educational assessments of children and adolescents. I have worked in a variety of settings including major hospitals, schools, mental health clinics, and law enforcement agencies performing evaluations. While I am not a board certified neuropsychologist, I have trained under board certified neuropsychologists, as well as psychiatrists and psychologists. I interned at New York University Medical Center - Rusk Institute for Rehabilitation Medicine where I worked clinically with children, adolescents, and adults suffering from traumatic

brain injuries, spinal cord injuries, strokes, and other medical conditions. As a post-doctoral fellow at New York Presbyterian Hospital – Cornell Medical Center for two years, I evaluated and treated children with a wide range of diagnoses including learning disabilities, attention deficit hyperactivity disorder, oppositional defiant disorder, conduct disorders, autistic spectrum disorders, anxiety, mood disorders, and schizophrenia. I continued working as a consulting psychologist with New York Presbyterian Hospital – Cornell Medical Center, as well as a psychologist for the New York City Police Department performing evaluations and trauma debriefings (most in the wake of 9/11), until I relocated to Seattle, Washington in 2003. Since arriving in Seattle, I have worked as a consulting psychologist with law enforcement agencies; I have worked as a school psychologist with the Renton School District; and I have furthered my professional development in the areas of neuropsychological assessments, child development, attention deficit hyperactivity disorder, learning disabilities, anxiety, sensory processing disorders, as well as parent training and behavior programs for highly oppositional and conduct disordered children. Of note, I do not consider myself an autism spectrum disorder specialist. If a child is showing marked symptoms of that disorder, I will refer the family to a specialist for supplementary testing.

PROFESSIONAL FEES

The private pay cost of an evaluation varies according to its depth. A psycho-educational evaluation ranges from \$370-\$740, depending on whether a child needs academic testing, cognitive testing, or both. A psychological evaluation, which is mid-range in scope, costs \$2,420. A neuropsychological assessment, which is the most comprehensive evaluation (including two parent meetings, child testing sessions, scoring, interpreting, and report writing) is a flat fee of \$2,975. I accept checks or credit cards. However, checks are preferred to avoid fees. I generally provide the following services without extra charge including: telephone conversations, consulting with other professionals with your permission, and consulting with schools with your permission. However, if you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation, transportation costs, as well as

attorney's fees, even if I am called to testify by another party. [Because of the difficulty of legal involvement, I charge \$400 per hour for preparation and attendance at any legal proceeding.]

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 8AM and 4PM on Tuesdays, Wednesdays, Thursdays, and Fridays, I will not answer the phone when I am with a patient or on a call. When I am unavailable, the phone call goes to my confidential voice mail that I monitor frequently. I will make every effort to return your call within 24-48 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of times when you will be available. In emergencies, contact your family physician or the nearest emergency room and ask for the psychologist [psychiatrist] on call.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. With your signature on a proper Authorization form, I may disclose information in the following situations:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. If I consult with a professional who is not involved in your treatment, I make every effort to avoid revealing your identity. These professionals are legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I 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).

- I also have a contract with a technology support company. As required by HIPAA, I have a formal business associate contract with this business, in which it promises to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of this organization and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you, such information is protected by the psychologist-patient privilege law. I cannot provide any information without 1) your written authorization; 2) you informing me that you are seeking a protective order against my compliance with a subpoena that has been properly served on me and of which you have been notified in a timely manner; or 3) a court order requiring the disclosure. If you are involved in or contemplating litigation, you should consult with your attorney about likely required court disclosures.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, and the services I am providing are relevant to the injury for which the claim was made, I must, upon appropriate

request, provide a copy of the patient's record to the patient's employer and the Department of Labor and Industries.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have reasonable cause to believe that a child has suffered abuse or neglect, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services. Once such a report is filed, I may be required to provide additional information.

- If I have reasonable cause to believe that abandonment, abuse, financial exploitation, or neglect of a vulnerable adult has occurred, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services. Once such a report is filed, I may be required to provide additional information.

- If I reasonably believe that there is an imminent danger to the health or safety of the patient or any other individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the patient, or contacting family members or others who can help provide protection.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I 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 I am 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, I 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 an evaluation, a description of the ways in which your problem impacts on your life, the results, your diagnosis, your medical and social history, your treatment history, any past treatment records that I 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 the unusual circumstance that I conclude disclosure could reasonably be expected to cause danger to the life or safety of the patient or any other individual or that disclosure could reasonably be expected to lead to the patient's identification of the person who provided information to me in confidence under circumstances where confidentiality is appropriate, 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, I recommend that you initially review them in my presence or have them forwarded to another mental health professional so you can discuss the contents. [I am sometimes willing to conduct this review meeting without charge.] In most situations, I am permitted to charge a copying fee of 65 cents per page for the first 30 pages and 50 cents per page after that, and a \$15 clerical fee. I may withhold your Record until the fees are paid. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

In addition, I sometimes keep a set of Psychotherapy Notes (also called Process Notes). These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from patient to patient, they can include the contents of our conversations, my analysis of those conversations,

and how they impact on your evaluation. 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 I determine that knowledge of the health care information would be injurious to your health or the health of another person, or could reasonably be expected to lead to your identification of an individual who provided the information in confidence and under circumstances in which confidentiality was appropriate, or contain information that was compiled and is used solely for litigation, quality assurance, peer review, or administrative purposes, or is otherwise prohibited by law.

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 I 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 my 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. I am happy to discuss any of these rights with you.

MINORS & PARENTS

In the state of Washington, children over the age of 13 have the right to consent to and receive individual psychological services, and information about those services cannot be disclosed to anyone without the child's agreement. Parents have the right to review the records of children under the age of 13, unless the court has denied access for good cause,

I decide that such access is likely to injure the child, or we agree otherwise. In contrast to ongoing psychotherapeutic services, the school-related evaluation services that I provide require the active participation of both parents and children. Since parental involvement in evaluations is very important, it is my policy to request an agreement between a child patient age 13 and over and his/her parents, allowing me to communicate freely with parents (e.g., to share the results of the evaluation, as well as the child's attendance at scheduled sessions). I will also provide parents with their child's test scores and evaluation report when it is complete. Any outside communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else. If such a situation arises, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have. I will also notify the parents of my concern.

BILLING AND PAYMENTS

I am an out-of-network insurance provider. Patients will be expected to pay for my services in full at the first testing session. At the last session, I can provide you with a superbill for the services rendered that you may submit to your insurance company for potential reimbursement. It is the patient's responsibility to contact their insurance company prior to the evaluation to determine whether preauthorization is necessary for psychological or neuropsychological testing and to understand the limits of their coverage. **Please be aware that the patient, not the insurance company, is ultimately responsible for all charges for services rendered by this provider.**

If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, I have the option of charging a late fee (1% of the unpaid balance per month). Legal means may be used to secure the payment of account balances over 90 days. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I 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

Evaluations are labor intensive for psychologists and expensive for many families. It is important to evaluate what resources you have available to pay for neuropsychological or psychological testing. If you have a health insurance policy, it may provide some coverage for out-of-network testing. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled. It is very important that you find out whether you need preauthorization prior to testing and exactly what mental health services and psychological/neuropsychological testing your insurance policy covers. Common CPT Codes used in my practice include: 90791, 96101, 96118, 90846, and 90847.

You should carefully read the section in your insurance coverage booklet that describes mental health and psychological/neuropsychological testing benefits. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as copies of the report or copies of your entire Clinical Record. In such situations, I 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, I 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. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

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

PATIENTS AGE 13 AND OVER:

I have read and understand the Agreement and Notice and I have had the opportunity to ask questions. I give permission for the evaluation and/or treatment of myself and I give Dr. Stone permission to share the results with my parents/guardians.

Date

Patient (13 years and older)

Date

Psychologist

PARENTS

I have read and understand the Agreement and Notice and I have had the opportunity to ask questions. I give permission for the evaluation and/or treatment for my child, and state that I am the parent or legal guardian for this child.

Child's printed name

Date

Parent/Guardian Signature, Printed Name

Date

Parent/Guardian Signature, Printed Name

Date

Psychologist