

Services Agreement and Consent Form

This document (hereafter referred to as “Agreement”) contains important information about our professional services and business policies. It also contains brief information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides certain privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI). HIPAA requires that we provide you with a Notice of Privacy Practices (referred to as Notice) for use and disclosure of your PHI. The Notice, which is made available to you along with this Agreement, explains the application of HIPAA to your personal health information in greater detail. In order to provide services to you, we require your signature acknowledging that we have provided you with this information and that you have given your informed consent to the services and the practices described in this document. When you sign this document, it will represent an Agreement between us. You may cancel this Agreement in writing at any time. That cancellation will be binding except 1) to the extent that we have already taken action in reliance on it, 2) if there are obligations imposed on us by your health insurance in order to process or substantiate claims made under your policy, and 3) if you have not satisfied financial obligations already incurred.

Brief Neuropsychological Examination and Consultation for Concussion (aka Mild Traumatic Brain Injury)

This will include discussion of your injury, current symptoms, and other history (e.g., medical, educational, social, and/or work). Your neuropsychologist will review any relevant available records, and with permission, speak to others about you (e.g., your primary care physician, school nurse, athletic trainer, or others involved in the care of this injury). Examination may include a variety of neuropsychological tests and screening of eye movements, balance, and gaze stability. None of the examination will be medically invasive (e.g., no needles). The purpose of the evaluation is to provide objective information about your brain functioning in a variety of areas including, attention, concentration, motor and sensory abilities, and memory. You may request further information about any of these procedures at any time. The evaluation is not treatment. You may feel better or worse after the evaluation. We do try to limit the testing at each visit to get just enough information to make treatment decisions at that point, without unnecessarily aggravating concussion symptoms. However, sometimes, especially early in the recovery, there is some degree of temporary symptom aggravation related to testing. Although it would not be expected to occur, you should tell us if any of the procedures cause you any discomfort, and upon that information, we will end or alter that procedure. It is important that you realize that the tests administered are meant to objectively evaluate your brain functioning and that it is very important to give your best effort across the tests so that the test results can give us good and useful information. You can end the evaluation at any time that you choose.

Comprehensive Neuropsychological Examination

Neuropsychological evaluation includes an interview, record review, and testing with a variety of different measures, none of which are medically invasive (e.g., no needles). We may request to speak with other providers or family members. The purpose of the evaluation is to provide objective information about your brain functioning in a variety of areas including attention, concentration, motivation, fine motor and sensory abilities, language and visuospatial skills, executive skills (e.g., problem solving and organization), memory, intellectual functioning, and emotional or personality functioning. Sometimes academic functioning is also examined, though this is not generally covered by insurance. Vocational interest questionnaires also may be included depending on the reason for referral, though this would not be covered by insurance. The specific content of testing depends on the individual and the referral questions. You may request further information about any of these procedures at any time.

An evaluation is not treatment. You may feel better or worse after the evaluation. Although it would not be expected to occur, you should tell us if any of the procedures cause you any discomfort, and upon that information, we will terminate or alter the procedure. It is important that you realize that the tests administered are meant to objectively evaluate your brain functioning, and the tests may or may not ultimately show what you expect them to show. It is very important to give good effort across the tests so that the test results can be considered valid and are more likely to accurately reflect your abilities. Some evaluations are very lengthy. You will be allowed breaks as needed, and if you need to stop earlier than planned due to fatigue/inability to continue giving your best effort, we can finish the evaluation at a later date. Your participation in the evaluation is voluntary, so you can end the evaluation at any time that you choose.

Fees/Payment Arrangements

Health Insurance: We participate with Anthem, Aetna, MMC PHO plans, and Medicare. For concussion management and certain other services, Mainecare also is accepted. Number of hours/units billed ranges widely, depending on the needs in a given case, and various policies cover different amounts of what is billed. If you would like a specific estimate for your particular case, please ask. If your insurance company is not expected to pay 100% (e.g., due to copays and deductibles), we may require the anticipated portion at the time of service. If we do not participate with your insurance company, we will ask you to pay the anticipated amount for services at the time of service, and will bill your company for you to be reimbursed based on your policy. You may be asked to sign a credit card authorization for any charges not covered by insurance that you do not pay for by other methods. You may pay your portion by cash, check, debit, or credit. Debit and credit cards are processed via Square.

Worker's Compensation, Auto, and Homeowner's Insurance: With these payer sources, a full clinical report is usually required by the company in order to pay for services. Covered benefits vary and will be determined on a case by case basis.

Vocational Rehabilitation or School Referring/Paying If your evaluation has been requested, and is being paid for, by Vocational Rehabilitation or your child's school, you are agreeing in signing this, that a full copy of the report of the evaluation will be released to that referral and payer source. If you change your mind prior to the service being paid and do not want a report to go to the referral/payer source, you will be responsible for the entirety of the cost of the services.

Private pay: Each situation is different. Please discuss expected costs of services. Payment will be expected at the time of services via cash, check, debit, or credit card.

Cancellation (or no-show) with less than 48 hours notice:

- For appointments of three or more hours in length for testing, as much as a \$600.00 cancellation fee may* be charged. Insurance companies and most other third party payers cannot be billed for missed appointments, and it is very difficult to fill these times with little notice.
- For initial intake or feedback sessions missed, a \$150.00 fee may* be charged.
- For concussion management appointments, a \$150.00 fee may *be charged.

*Exceptions include bad road conditions, illness, or injury, in which case, you should call as soon as possible. For concussion management, if the situation/status of the patient changes, and it may make sense to postpone, you should call, and no fee will be charged. If you are sick, we most likely will want to delay any testing, as illness could influence the test results, so please do call to discuss postponing. If you are under significantly increased stress and may have difficulty concentrating, please call to discuss whether or not we should postpone some or all of the scheduled activities. In such a case, we may go ahead with interviewing and record gathering but delay testing.

Evaluations for legal purposes are addressed in other Agreements and must be paid for in advance. Fees for deposition and court time are structured differently and not insurance reimbursable. Please inquire if relevant.

Contacting the office

When we are not available to answer the phone, you may leave a voice mail message, which is accessed with a password only by Neuropsychology and Concussion Management Associates, LLC (NCMA) staff. Messages are checked frequently Monday through Friday unless otherwise indicated on the outgoing message. Calls are generally returned within 24 hours or on Monday in the case of a Friday message. We do not provide emergency coverage. If you have an emergency, you should call your physician or go to your nearest emergency room, as appropriate.

Our e-mail is not encrypted, so these messages cannot be expected to remain completely private. If you do NOT want us to communicate with you via email, please do NOT provide your email address on any forms and do not initiate any email contact.

For mail, please use the PO Box, not the street address.

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 you to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Maine State law, or in some cases, if you provide oral authorization. However, in the following situations, no authorization is required:

- Dr. Andrew Wisch manages aspects of our practice software and shares some testing software. In the course of accessing or using these programs, Dr. Wisch may see a patient name. If this is a concern for you, please discuss this with us in advance of your appointment so that we can make arrangements to your satisfaction. Dr. Wisch is a psychologist and is

bound by HIPAA rules as well as the APA ethics code; Dr. Wisch also has signed a HIPAA Business Associate agreement, giving added assurance for the correct handling of confidential patient information

- If you are being seen for concussion management, you will most likely take ImPACT, which is a computerized test used in concussion management. Your results will be stored as part of the Maine Concussion Management Initiative (MCMI) database (as is your baseline ImPACT test if you had one at a Maine high school or college affiliated with MCMI). Only certain physicians, neuropsychologists, athletic trainers, and other health care professionals access the database and, adhering to their ethical principles, would not be looking at your data unless they are involved in your care. However, no further code is required for them to access your data once they have entered the system using their passwords. MCMI may additionally use your data in research studies, but the data would be de-identified prior to use (i.e., your name would be removed).
- When we feel that it would be useful, we consult with Dr. Michael Collins (one of the developers of ImPACT and an international expert in concussion management). In consulting with Dr. Collins or other MCMI credentialed health care providers (e.g., Dr. Bill Heinz) about your case, they may directly access the MCMI database, using your name, to look at your data and would be given pertinent information by NCMA.
- We sometimes use the services of a Neurocognitive Testing Assistant (NTA) to administer tests. The NTA is Elizabeth (Liz) Osley, B.A. Ms. Osley has signed a HIPAA Business Associate's contract, agreeing to HIPAA rules regarding the handling of patient information. Tests are administered by Ms. Osley under the supervision of a neuropsychologist. Ms. Osley is well trained and has many years of experience as an NTA.
- For purposes of clinical consultation and professional development, we consult with other neuropsychologists and sometimes other health professionals as relevant. These individuals are all bound by the same laws, though ethical standards vary from profession to profession. Unless authorized to do otherwise (or unless the circumstance falls within another condition discussed within this Agreement), we exclude information that could easily identify the specific patient. We disclose only the information necessary to the consultation question.
- If you are, or may become, involved in a court proceeding and a request is made for information concerning your personal health information, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your written authorization, the written authorization of your legal representative or a court order from the judge. If you are involved in or considering litigation, you should consult with your attorney to determine whether a judge would be likely to order us to disclose information and if that would be in your best interest.
- If a government agency is requesting personal health information for health oversight activities, we may be required to provide it to them. (In our practice, this has never been requested without a signed release by the patient)
- If you have filed a worker's compensation claim, and we are being compensated for your assessment by your employer or its insurance company as a result of that claim, we must provide legally required reports and other information related to your condition.
- If a patient were to file a lawsuit or a complaint against NCMA, Dr. Bryant, or any of the staff contracted to provide services for NCMA, we may disclose relevant personal health information about that patient to respond to the complaint or lawsuit. (This has never happened in NCMA or Dr. Bryant's practice)
- Disclosures to health insurers or other payer sources and to collect overdue fees are discussed elsewhere in this agreement.

There are some circumstances under which we are legally obligated to take actions in order to attempt to protect people from harm, and in carrying out those actions, some of a patient's personal health information could be disclosed. These situations are very unusual in our experience.

- If we know or have reasonable cause to suspect that a child under the age of 18 has been or is likely to be abused or neglected or that a vulnerable adult has been abused, neglected or exploited and is incapacitated or dependent, we are required by law to file a report to the appropriate government agency. Once such a report has been filed, we may be required to provide additional information pertinent to the report.
- If we determine that a patient poses a direct threat of imminent harm to the health and safety of any individual including himself/herself, we may be required to disclose information in order to take protective action(s). These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the patient, or contacting family members or others who can assist in providing protection.

If such situations arise, and as appropriate, we make every effort to fully discuss it with the patient and/or parent/guardian before taking any action, and we limit the disclosure to what we believe is absolutely necessary to prevent harm.

In some cases, when a patient is so impaired in some way that it would be dangerous for that patient to drive until recovered, and if that patient is not agreeable to that limitation, the Department of Motor Vehicles may be notified.

While this summary of exceptions to confidentiality should prove helpful in providing you with information about your privacy rights and privileged information, it is important that we discuss any questions that you may have. Laws and the ethical standards of our profession sometimes conflict, with the ethical standards providing the greater level of privacy for the patient.

The laws governing confidentiality are complex, and we are not legal experts. In situations where specific advice is required, formal legal advice may be needed.

Clinical Records (CR)

The laws and standards of our profession require that we keep PHI about you in your Clinical Record (CR). Your CR includes information about the reason for your evaluation and information obtained from you and your health care providers, family members, or friends (if you have authorized this contact or if contact has occurred based on another situation outlined in this Agreement). Your CR could include: discussion of neuropsychological testing data, raw data, observations of your symptoms and behavior, a description of the ways in which your problems may impact on your life, your diagnosis, your medical, social, educational, occupational, family, and treatment histories, any past treatment or evaluation records received from other providers, legal records provided, reports of or notes from professional consultations, insurance and financial information, authorizations you have signed, and letters or reports provided to others regarding your personal health information. Except in the unusual circumstance that disclosure would endanger you or others, you may examine and/or receive a copy of your CR, if you request it in writing, with the exception of copyrighted test material that is meant to be kept confidential so as to avoid rendering the tests useless.

Patient Rights

HIPAA provides you with several rights with regard to your CR and disclosures of protected health information. These rights include requesting that we amend your record, requesting restrictions on what information from your CR is disclosed to others, requesting an accounting of most disclosures to which you have not consented, determining the location to which protected information disclosures are sent, having any complaints you make about our policies and procedures recorded in your record, and the right to a paper copy of this Agreement, the Notice, and our privacy policies and procedures.

Minors and Parents

Prior to conducting an evaluation with a minor, we usually require consent of both parents except in the following circumstances: there is only one living parent, the minor is emancipated (in which case he or she can consent for self and documentation would be required), one parent/guardian has sole custody (in which case we may require a copy of the court order), other conditions which fall under Maine statute are present making it appropriate for the minor to give consent. Copies of adoption documentation may be requested if there is a known biological parent who could conceivably assert rights. Unless previously agreed otherwise or otherwise indicated in this agreement, the parent/guardian may request a copy of the report when it is complete and may access the clinical records on behalf of the minor patient until such time as the patient becomes 18, emancipated, or under alternative guardianship. However, in the state of Maine, a minor may limit release of information regarding substance use/abuse, including to parents. Unless previously agreed otherwise, the minor patient, upon request, may review the contents of his/her clinical record including the report of assessment with their neuropsychologist without further written authorization from the parent/guardian. Minor patients as well as their parents/guardian will be offered the opportunity for a verbal feedback session regarding the neuropsychological findings and impressions and recommendations.

Billing and Payments

Payment for the neuropsychological assessment is expected as previously arranged. By signing this agreement, you promise to pay Neuropsychology and Concussion Management Associates, LLC all charges incurred for the services rendered and accept full responsibility for payment in the event that other arrangements made fall through (e.g., if we agree to bill an insurance company, and they do not pay within 30 days). You will be asked to provide a credit card that can be billed automatically after 30 days if expected payment arrangements/agreements fall through or payments are not made as arranged. Payment in full or payment plans may be made by cash, check, credit, or debit, and in the case of debit or credit, are processed via Square.

Payments are due within 15 days of notification. A 3% late fee (based on the total amount due) will be assigned every 30 days that a payment is overdue. If an account is overdue for more than 30 days, we may use legal means to secure payment. This could involve a collection agency or small claims court, either of which would require us to disclose otherwise confidential information. This information would be kept to the minimum necessary. If legal action to collect fees were to become necessary, your signature below indicates agreement to pay all costs incurred in collecting this debt including but not limited to attorney's fees, collection agency fees, court fees, and compensation for any lost time and income resulting from our having to appear in court to pursue payment.

Insurance Reimbursement

You should be aware that your contract with your health insurance company requires that you authorize us to provide it with information relevant to the services that we provide to you. If you are seeking reimbursement for services under your health insurance policy, you will be required to sign an Authorization form that allows us to provide such information. We are required to provide a clinical diagnosis as the reason for examination, even if we ultimately do not think that condition is present. Sometimes we are required to provide additional clinical information such as all or part of our report(s) of your evaluation(s) and copies of

other material in your clinical record. This is unusual but does occur. Sometimes, these requests are made from the insurance company later in the process, and in those cases, further written authorization from you may be necessary. You have the right to refuse to provide such authorization, but in such a case, the insurance company is permitted by law to deny your claim, leaving you responsible for payment of the services out-of-pocket. We make every effort to release only the minimum information necessary for the purposes requested. This information will become part of the insurance company files. We have no control over what the insurance company does with the information once they receive it. In some cases, they may share the information with a national medical information databank. In the future, when you sign permission for an organization to access your medical records generically (e.g., when applying for life insurance), they can access this national databank and receive any medical information about you that is stored there.

Concussion Management Disclaimer: While we use the most up to date methods for contributing to concussion management based on current neuropsychological and other scientific data available, we cannot guarantee that the process will prevent all possible negative outcomes. Rather, the neurocognitive aspect of concussion management contributes to the best practices available at this time and is thought to reduce negative outcomes and to contribute to a lessening of the impact during recovery on education/work. The scientific research at this time is not conclusive regarding the long term effects of multiple “sub-concussive” impacts. Please ask for further information regarding the status of the relevant research and best practices standards.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO THE TERMS, HAVE BEEN GIVEN INFORMATION NECESSARY TO MAKE INFORMED CONSENT FOR NEUROPSYCHOLOGICAL SERVICES FROM NCMA AND ARE CONSENTING TO THOSE SERVICES, AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT THE HIPAA NOTICE FORM DESCRIBED HEREIN HAS BEEN MADE AVAILABLE TO YOU.

FOR ADULT PATIENTS: Signature of Patient _____ **Date** _____
Printed Name of Patient _____ **Date** _____

FOR MINOR PATIENTS/and young adults where parent/guardian is payer source or insurance subscriber:

Signature of *parent/guardian _____ **Date** _____
Printed name of parent/guardian _____

Signature of *parent/guardian _____ **Date** _____
Printed name of parent/guardian _____

Printed name of patient _____

If patient is almost 18, patient signs here as well: _____ **Date** _____