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INFORMATION FOR PATIENTS

Welcome to my practice.

PATIENT SERVICES AGREEMENT

[REQUIRED BY THE STATE OF COLORADO]

This is your copy to keep

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 new 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 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. 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 SERVICES

Neuropsychological assessment involves the use of interviews, neurobehavioral examination procedures, tests and instruments to evaluate how individuals' brains are working or affecting their behavior. Such evaluations typically take a number of hours, and may be scheduled over more than one session or day. At the end of the assessment, I like to meet with each patient (and family members, partners or friends, if the patient wishes), to discuss the results of the testing, and recommendations for treatment or follow-up as may be needed. This is in addition to sending

a technical report to the physician or clinician who initially referred you to me. Neuropsychological evaluations require the cooperation and full effort by the patient for accurate results.

PROFESSIONAL FEES

My hourly fee for *outpatient* (office or clinic) neuropsychological care is \$250.00 per professional hour, *including test report and interpretation* time. In addition to the initial examination, I charge this amount for other professional services you may need, though I will break down and pro-rate the hourly cost if I work for periods of less than one hour. Other services may include feedback sessions, additional report or letter writing, telephone conversations lasting longer than 5 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. Although I do not conduct a forensic (medical- legal) practice, if you become involved in legal proceedings that require my participation, you will be expected to pay for all professional time, including preparation and transportation costs, even if I am called to testify by another party. [Because of the complexities and difficulty of legal involvement, I presently charge \$450.00 per hour for all preparation and attendance at any legal proceeding. Fee schedules may change in the future.]

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9 AM and 5 PM, I will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by an answering machine. I will make every effort to return your call as soon as possible, though this may not always be possible the same day for general business matters like appointment scheduling, billing questions, etc.

*To save time, and for general billing information or insurance questions, you may also contact my office / billing manager directly, Ms. Sandy Valentine, at Comprehensive Practice Services – **303-697-4086**.*

*Appointment scheduling and other contact needs should be directed to my practice assistant, Ginger, at **1-877-261-3296***

If you are difficult to reach, please inform me of some times when you will be available for return calls. You will need to unblock your line if you wish a call back, and often, providing me with a working cell phone number may work best.

In the case of *emergencies only*, you may have me paged at the number listed on my voicemail message – I return paged calls within the hour. If you are unable to reach me and feel that you can't wait for me to return your call, you should contact the nearest emergency room or call 911, depending on the situation. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact that will be listed on my voicemail.

I work closely in my practice at Swedish Medical Center with clinical neuropsychologist, Dr. Alison Krawiecki. Although Dr. Krawiecki and I have separate and independent (business) practices, we are clinical associates who closely collaborate, consult, and cross-cover the care of patients. Dr. Krawiecki is bound, as I am, by all protective legal constraints on releasing any patient information and with regard to patient confidentiality, whether patients are seen and cross-covered in the hospital or otherwise. In addition, two other psychologists are in an “on-call” group with Dr. Krawiecki and me, and occasionally will be available on weekends, vacations or other times when we are away or unavailable ourselves: they are Dr. Cary Hearst, and Dr. Robert

Handley. Phone numbers or pager numbers to reach these doctors in the event of my absence will be available on my voicemail, at 303-649-6651, when appropriate.

Similarly, if you are seeing me as part of the Porter Hospital Transplant Team Service for a pre- or post-transplant clinical health psychology or neuropsychology evaluation, I will ask you to authorize me to contact and discuss your case with the staff and doctors there. They are also required to maintain HIPAA confidentiality of your protected medical information.

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 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:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. *The other professionals are also 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).

- You should be aware that I practice with other mental health professionals serving as part of my "on-call" emergency back-up contact group, and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing. All of the mental health professionals are bound by these same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information to anyone outside of the practice without the permission of a professional staff member.

- I also am on the staff of Swedish Medical Center, and a clinical member of the Colorado Neurological Institute's clinical teams and programs in Epilepsy, Movement Disorders, Sleep Disorders and Brain Tumor. I am also on the staff of Porter Adventist Hospital, and a member there of the Sleep Disorders Center and also the Transplant Service. As required by HIPAA, I have a business associate arrangement with these hospitals via my medical/allied health staff agreements, in which they promise to maintain the confidentiality of patient data except as specifically allowed by contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of a business association contract.

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

- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. There are some situations where I am 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 my professional services, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your written authorization, or a court order. *If you are*

involved 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 is requesting the information for health oversight activities, I am 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, I am required to submit a report to the Workers' Compensation Division. 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 know or suspect that a child has been subjected to abuse or neglect or if I have observed a child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
 - If I have reasonable cause to believe that an at-risk adult has been or is at imminent risk of being mistreated, self-neglected, or financially exploited, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
 - If a patient communicates a serious threat of imminent physical violence against a specific person or persons, I must make an effort to notify such person; and/or notify an appropriate law enforcement agency; and/or take other appropriate action including seeking hospitalization of the patient.

If such a situation arises, I will attempt fully to 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 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 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 unusual circumstances that involve danger to yourself and others [or where information has been supplied to me by others confidentially, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. In most situations, I am allowed to charge a copying fee per

page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

In addition, I also keep a set of what is legally called Psychotherapy Notes whether these are made during a testing examination or an actual therapy session. 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 or sessions, my analysis of those conversations, and how they impact on your therapy or evaluation. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record [as well as information that has been supplied to me confidentially by others]. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

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 I 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 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

Although I do not regularly conduct a pediatric or adolescent practice, patients should be aware of the following general information.

Patients under 15 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, unless I decide that such access is likely to injure the child. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I 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 I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will attempt to discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session or assessment upon receipt of a statement mailed to you by my office, or my representative at Comprehensive Practice Services, Inc. Payment schedules for other professional services will be agreed to when they are requested. [In circumstances of unusual financial hardship, I am often comfortable and agreeable negotiating a payment installment plan.]

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. 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. [In the rare and hopefully extremely unlikely case such legal action is necessary, its costs will be included in the claim and be additionally owed by you.]

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. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; *however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.*

You should carefully read the section in your insurance coverage booklet that describes psychological and/or mental health services. *If you have questions about your coverage, you should always personally call your insurance plan administrator.* Of course, my office 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. If it is necessary to clear confusion, I will be pleased to consider having my insurance specialist contact 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 is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.]

You should also be aware that your contract with your health insurance company requires that 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 treatment plans or summaries, 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.

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 my services yourself to avoid the problems described above [unless prohibited by contract such as Medicare patient status].