

# Services Contract & Consent

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*\* indicates a required field*

## INTRODUCTION

Welcome to Chicago Neurodevelopmental Center (CNC). This document contains important information about our professional services and business policies. It also provides a summary of 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 Practice 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. Although these documents are long and sometimes complex, it is very important that you read them carefully. When you sign this document, it will represent an agreement between us.

## PSYCHOLOGICAL SERVICES

Psychological Assessment involves the use of a variety of techniques to evaluate the strengths and challenges of an individual in order to provide diagnostic clarification and appropriate treatment recommendations. A typical evaluation consists of a one to two hour intake interview with parents to determine the specific needs of their child and specific goals for the evaluation, six to ten hours of testing with the child, and a one to two hour feedback session. The evaluation findings will also be summarized in a comprehensive written report, which usually takes about five to eight hours to write. We are also available to meet with schools and other professionals for educational and treatment planning. During the evaluation, you and your child will be administered standardized psychological tests, as well as interviewed to further clarify diagnostic issues. It requires that you and your child be open and honest and answer the questions contained in the questionnaires and standardized test kits to the best of your abilities. As with any type of psychological service, psychological assessment can have benefits and risks. Since psychological assessment involves discussing unpleasant aspects of your or your child's life, you or your child may experience uncomfortable feelings. However, psychological assessment can also provide answers to frustrating questions, clarify your child's needs, provide recommendations toward possible solutions, implement solutions to specific problems, and significantly reduce your and your child's feelings of distress. There are no guarantees or assurances of what you and your child will experience throughout the psychological assessment. Psychotherapy is viewed as a partnership between us. You and your child define the problem areas to work on and I use special knowledge to help you and your child make the changes you want to make. Therapy requires active involvement from you and your child. I expect us to plan our work together. In our treatment plan we will list the areas to work on, our goals, the methods we will use, the time and money commitments we will

make, and some other things. I expect us to agree on a plan that we will both work hard to follow. From time to time, we will look together at our progress and goals. If we think we need to, we can then change our treatment plan, its goals, or its methods. Therapy can also have benefits and risks. Since psychotherapy again involves discussing unpleasant aspects of your or your child's life, you or your child may experience uncomfortable feelings. However, psychotherapy can offer an increase in understanding of specific problems or feelings of distress and provide strategies to better manage and alleviate distress. Again, there are no guarantees or assurances of what you or your child will experience during the therapy process. Chicago Neurodevelopmental Center does not provide or perform evaluations for custody or visitation. Therefore, it is understood and agreed that Chicago Neurodevelopmental Center cannot and will not provide any testimony or reports regarding issues of custody, visitation, or fitness of a parent in any legal matters or administrative proceedings. If Chicago Neurodevelopmental Center is contacted by an attorney regarding issues of custody, visitation, or fitness of a parent, you will be charged for any time and any costs we incur responding to attorneys in your case, including but not limited to fees we are charged for legal consultation and representation by our attorneys.

## LIMITS ON CONFIDENTIALITY

In general, the Illinois Mental Health and Developmental Disabilities Confidentiality Act protects the privacy of all communications between a patient and a psychologist. In most situations, we can only release information about treatment to others if you and/or your child sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Illinois law. However, in the following situations, no authorization is required:

- 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 the client. 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 your clinician feels that it is important to our work together. We will note all consultations in your Clinical Record.
- You should be aware that we practice with other mental health professionals. 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 of the mental health professionals are bound by the same rules of confidentiality. All staff members 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.
- 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 disclose any information without 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 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 us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If you file a worker's compensation claim, and we are rendering treatment or services in accordance with the provisions of Illinois Workers' Compensation law, we must, upon appropriate request, provide a copy of your record to your employer or his/her appropriate designee.
- Insurance carriers may require information to process claims. It will become part of your permanent medical record. I will let you know if this should occur and what the company has asked for. Please understand that I have no control over how these records are handled at the insurance company. My policy is to provide only as much information as the insurance company will need to pay your benefits.
- 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 your clinician has reasonable cause to believe that a child under 18 known to us in our professional capacity may be an abused child or a neglected child, the law requires that we file a report with the local office of the Department of Children and Family Services. Once such a report is filed, we may be required to provide additional information. • If your clinician has reason to believe that an adult over the age of 60 living in a domestic situation has been abused or neglected in the preceding 12 months, the law requires that we file a report with the agency designated to receive such reports by the Department of Aging. Once such a report is filed, we may be required to provide additional information. • If you have made a specific threat of violence against another or if your clinician believes that you present a clear, imminent risk of serious physical harm to another, we may be required to disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking your hospitalization. • If your clinician believes that you present a clear, imminent risk of serious physical or mental injury or death to yourself, we may be required to disclose information in order to take protective actions. These actions may include seeking your hospitalization or contacting family members or others who can assist in protecting you. If such a situation arises, your clinician will make every effort to fully discuss it with you before taking any action and we will limit 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 attorneys. In situations where specific advice is required, formal legal advice may be needed.

## PROFESSIONAL FEES

CNC uses a fee-for-service model. We do not accept insurance. You are responsible for ensuring that services are paid for. **THERAPY SERVICES:** The charge for a new therapy patient intake appointment is \$275.00. Ongoing therapy sessions are billed at \$225 per 50-minute clinical hour. You will be given advance notice if the fees change. We charge for additional professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. Other billed services include telephone conversations lasting longer than 15 minutes, travel to and from meetings, participation in meetings with other professionals you have authorized, preparation and review of records or treatment summaries, and time spent performing any other service you may request. Travel for meetings beyond an hour round-trip is charged at the hourly therapy rate (\$225/hr). **Cancellation of therapy appointments:** Consistent attendance and participation in weekly therapy appointments is essential to your child's treatment. We reserve a one-hour block for your child and bill for that time accordingly. We understand unexpected scheduling conflicts arise such as a school event or illness. For that reason, each patient is allowed up to three missed appointments within a year (from the start of therapy) without a charge. However, in order to get the fee waiver, you must still cancel the appointment with at least 24 hours notice. Otherwise, you will be charged the full fee for your appointment. After three cancelled appointments, the full charge applies, even with advanced notice. **PSYCHOLOGICAL/NEUROPSYCHOLOGICAL EVALUATIONS:** The hourly rate for assessment services is \$350. The cost of a full neuropsychological/psychological evaluation is a flat fee of \$5250.00, which includes a parent intake, up to eight hours of testing, contact with current providers, record review, scoring and report writing, one feedback session and one school staffing (up to 1 hr). All additional professional meetings and follow-up consultations are charged at the hourly rate, including, but not limited to, additional consultations, reviewing IEPs or 504 plans,

follow-up school meetings, two different intake meetings requested by divorced or separated parents. Additionally, any meetings that involve legal counsel, due process, depositions or court proceedings, the hourly rate is billed at \$400 per hour. When a full evaluation is not necessary, then the assessment services are billed at \$350 per 60-minute hour. We charge for any professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. Other billed services include telephone conversations lasting longer than 15 minutes, travel to and from meetings, participation in meetings with other professionals you have authorized, preparation and review of records or treatment summaries, and time spent performing any other service you may request. Travel for meetings beyond an hour round-trip is charged at the hourly assessment rate (\$350/hr). Cancellation of neuropsychological evaluation appointments: Cancelling testing appointments after completing the intake will result in a \$500.00 nonrefundable charge. This charge can be applied to the cost of an assessment if testing dates are rescheduled within 6 months of the original intake date.

## GOOD FAITH ESTIMATES

Under Section 2799B-6 of the Public Health Service Act, health care providers and health care facilities are required to inform individuals who are not enrolled in a plan or coverage or a Federal health care program, or not seeking to file a claim with their plan or coverage both orally and in writing of their ability, upon request or at the time of scheduling health care items and services, to receive a "Good Faith Estimate" (GFE) of expected charges. You have the right to request a GFE from your clinician prior to the start of services. Your estimate will vary for therapy services and your clinician can discuss expected costs based on your child's individual needs. For neuropsychological evaluations, there is a standard rate/flat fee for assessments. Your charges will not exceed \$4500.00 unless your case requires additional follow-up consultation that exceeds the standard package of services. If you believe your case might require additional services, you have the right to request a GFE from your clinician prior to the start of services to better understand total out-of-pocket costs you may be expected to pay. Disclaimer: This Good Faith Estimate shows the costs of items and services that are reasonably expected for your health care needs for an item or service. The estimate is based on information known at the time the estimate was created. The Good Faith Estimate does not include any unknown or unexpected costs that may arise during treatment. You could be charged more if complications or special circumstances occur. If this happens, federal law allows you to dispute (appeal) the bill. If you are billed for more than the GFE, you have the right to dispute the bill. You may contact the health care provider to let them know the billed charges are higher than the GFE. You can ask them to update the bill to match the GFE, ask to negotiate the bill, or ask if there is financial assistance available. You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). If you choose to use the dispute resolution process, you must start the dispute process within 120 calendar days (about 4 months) of the date on the original bill. There is a \$25 fee to use the dispute process. If the agency reviewing your dispute agrees with you, you will have to pay the price on the GFE. If the agency disagrees with you and agrees with the health care provider or facility, you will have to pay the higher amount. For questions or more information about your right to a Good Faith Estimate or the dispute process, visit [www.cms.gov/nosurprises](https://www.cms.gov/nosurprises) or call toll free 1-877-696-6775.

## INDEPENDENT EDUCATIONAL EVALUATIONS (IEE)

School districts that request an IEE are responsible for covering all costs and submitting payment to Chicago Neurodevelopmental Center in a timely fashion. The fee structure for an IEE involves a base cost of \$5250 which includes a parent intake, 8-hours of testing, correspondence with the school district and current providers (as applicable), record review, scoring and report writing, and one parent feedback session. In the event a full battery is not needed, services specific to the assessment (intake, testing, report writing, parent feedback, consultation with teachers and providers, school observation) will be billed at an hourly rate (\$350/hr). Any subsequent school meetings or legal proceedings (meetings or correspondence involving attorneys) are billed at an hourly rate (\$350/hr). Travel to and from all school meetings, or other off-site meetings, is charged at the clinical hourly rate (\$350/hr). It should be noted that the results of a private evaluation, even an IEE that is paid for by the school district, is considered protected by HIPPA. The patient and his/her representative(s) have a right to protect health information and withhold any written or verbal results. School districts are encouraged to have an agreement in writing with the guardian at the outset of the IEE that outlines the expectations as well as the terms and limits of the release of information.

## BILLING & PAYMENTS

Our policy is to have a credit card number on file. You are permitted to pay with a different method, but a valid credit card is needed to hold your appointments. Psychological/Neuropsychological Assessments: Charges for assessments will be billed in two installments, unless alternate arrangements have been made with the clinician. Otherwise, the first installment will be due on the last day of testing. The final installment will be due at the feedback session. Finally, we can provide a billing statement showing all services rendered, diagnostic information, CPT codes and total charges for you to submit to your health insurance provider. This statement will be provided at the feedback session, upon request. Therapy and/or Consultation Services: For ongoing services (e.g., therapy), you will be expected to pay for each session at the time it is held, unless we agree otherwise. We will automatically charge your credit card on file after each session. If you prefer to pay with another method, please discuss it with your clinician. We can send you a statement at the end of each month, upon request. The statement can be used for health insurance claims. It will show all of our meetings, the charges for each, how much has been paid, and how much (if any) is still owed. 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 going through the courts. If such legal action is necessary, the costs will be included in the claim. In addition, your account will be charged 1.5 % per month (18% per annum) interest on the unpaid balance.

## INSURANCE REIMBURSEMENT

You are financially responsible for all charges through Chicago Neurodevelopmental Center, and will be provided with receipts for your insurance company, which may or may not pay for these types of services. You may wish to contact your insurance to clarify coverage. We are not a member of any health insurance plans or panels. Health insurance is a contract between you (or your employer) and your insurer; we are not part of that contract. However, we will supply you with an invoice for my services with the standard diagnostic and procedure codes for billing purposes, the times we met, my charges, and your payments. You can use this to apply for reimbursement.

## CONTACTING YOUR CLINICIAN

We may not be immediately available by telephone. While we are usually in the office between 9 AM and 5 PM, we may not answer the phone when we are with a patient. When we are unavailable, our telephone is answered by an answering service during business hours. We will make every effort to return your call within a reasonable time, with the exception of weekends and holidays. If you are difficult to reach, please inform us of some times when you will be available. If you are unable to reach us and feel that you cannot wait for a return call or in the event of an emergency, contact your family physician or proceed to the nearest emergency room. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

## PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep assessment and treatment records. You have the right to inspect and copy your records if you are 12 years of age or older. If your child is under 12 years old, parents have this right. You should be aware that, pursuant to HIPAA, we keep Protected Health Information about your child in two sets of professional records. One set constitutes your Clinical Record. It includes information about reasons for seeking therapy or assessment, a description of the ways in which problems impact on your life, diagnoses, goals for treatment/assessment, progress towards those goals, medical and social history, treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. In addition, a set of Psychotherapy Notes are kept when participating in therapy services. These Notes are for our own use and are designed to assist us 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 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 both sets of records, 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 the presence of your clinician, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a copying fee of \$1 per page (and for certain other expenses).

## 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; 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. We are happy to discuss any of these rights with you.

## SMS MESSAGING

☐ Occasionally, clinicians use texting for appointment reminders, to schedule/re-schedule or for other non-clinical issues. By clicking this box, I consent to receive SMS messaging from Chicago Neurodevelopmental Center. You can reply STOP to opt-out; Reply HELP for support; Messaging frequency may vary. Message & data rates may apply; Visit <http://chicagoneurodevelopmentalcenter.org/faq/> to see our privacy policy and Terms of Service.

## CONSENT

**\* Psychological services are being requested for (name of patient):**

By signing this consent for treatment, I am attesting to the following: 1. The nature and purpose of treatment/assessment, possible complications, possible alternatives, risks involved, and possible consequences have been explained to me. 2. There is no guarantee or assurance given to me by anyone regarding the results of treatment/assessment. 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.

## Sign & Date

**\* First and last Name of Parent/Guardian**

**\* Signature of Parent/Guardian: I consent to the psychological services and agree to the terms of service.**

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I consent to sharing information provided here.

**\* Date**