

## **CLINICAL SERVICES AGREEMENT**

Welcome to our practice. This document contains important information about professional services and office business policies. Psychological and psychiatric services involve a commitment of time and resources, so it is important that you are careful about selecting providers who are the best fit for your child and your family. If you have any questions about our services, please feel free to discuss them at any time.

Sunflower Pediatric Behavioral Health (SPBH) has the ability to provide both psychological and/or psychiatric mental health services. It is not required that a patient receive both types of service as part of their treatment. The decision to receive psychological services, psychiatric services, or the combination is the decision of the patient and the family. Psychological services consist of a diagnostic assessment, individual or family therapy, and, if necessary, formal psychological testing. Psychiatric services consist of a diagnostic assessment, recommendations as to whether psychotropic medication would be advised as a component of your child's treatment plan, and ongoing medication monitoring and medication adjustments if necessary.

### **PSYCHOLOGICAL TREATMENT SERVICES**

#### **Psychological Assessment/Evaluation**

A psychological assessment may help you to better understand your child and the problems that s/he has been facing at home and/or school. This information helps plan effective treatment for your child by his/her physician, mental health worker, school, and/or parents.

The assessment process varies from person to person, based on his/her needs. Some commonly tested areas include: learning, memory, attention and concentration, language skills, problem solving skills, academic skills, emotional functioning, social functioning, and adaptive-behavioral functioning.

Testing sessions are scheduled on a unit basis. Testing appointments vary in length and typically are scheduled in increments of 1 unit (45 minutes), 2 units (90 minutes), or 3 units (135 minutes). Breaks, rest periods or multiple appointments will be provided to accommodate individual testing needs.

A psychological assessment involves a number of steps:

1. Initial interview with you and your child to gather all the needed information and to plan testing.
2. Testing with your child. You will also be asked to complete some paperwork.
3. Scoring and interpretation of tests.
4. Preparation of written evaluation report.
5. Feedback session in which assessment findings are reviewed with parents and children, individually. In many cases the feedback session is conducted with parents and child separately so that parents are able to speak candidly regarding the test findings and plan for care. In some cases, separate appointments may be scheduled for feedback with parents and child.

Most children enjoy their testing experience. However, some children occasionally report frustration, confusion, anger, or embarrassment. If these reactions occur, every effort will be made to make your child as comfortable as possible.

Charges are billed on a unit basis. These charges include:

1. Reviewing your old records (medical, educational, previous mental health information).
2. Interviewing school staff or other important persons as necessary.
3. Completing the recommended test battery.
4. Scoring and interpreting the test data.
5. Preparing a final written report.

Any information that you provide either orally (phone contact, interviews, etc.) or in writing (intake forms, questionnaires, etc.), may be included in your report. This information will reflect your reported concerns, social history, family history (i.e., psychiatric, medical, and trauma history), developmental history, and family stressors (i.e., divorce, conflict, deaths, etc.). This information may be potentially sensitive in nature. Typically included in the report is information from your child's teacher or school (based on interview and/or questionnaires), your child's test results, behavioral observations in clinic, your child's diagnosis, and recommendations for your child's care. If all of the necessary paperwork has been received from parents and teachers, your child's report will typically take one to two weeks following the last day of testing before it is completed.

### **Psychological Therapy**

Therapy is a partnership between you, your child, and your psychologist to find new ways of handling problems of daily living. There are many different methods used to deal with the problems that you hope to address. Evidence-based treatments are utilized in this clinic. The primary treatment approach used is Cognitive Behavioral Therapy (CBT). The focus of Cognitive Behavioral Therapy is on understanding the connection between our thinking, our emotions, and how we respond, interact or behave in our environment. There is an emphasis on identifying new ways of thinking about difficult and stressful events, as well as developing healthy coping tools/strategies for handling physical and emotional symptoms. CBT is goal oriented in that the focus of therapy is on effecting measurable change in an individual's emotional, behavioral, or physical symptoms and thereby improving the quality of his/her life. Other therapy approaches regularly used in this clinic include behavioral parent training (e.g., Parent Child Interaction Therapy), interpersonal psychotherapy, and family therapy techniques when appropriate.

Psychotherapy calls for a very active effort on your part. In order for therapy to be most successful, you will have to work on things that are discussed during therapy sessions at home, between appointments. Parents' role in therapy is essential. It will be important for you to attend all of your child's scheduled appointments unless we have a different agreement. Your role in your child's therapy will vary, depending upon the issues presented, your family's dynamics, and the phase of therapy. You may share information, engage in mutual problem-solving, discuss your child's diagnosis, discuss behavior management strategies, and/or discuss parenting strategies. Your role may also be more therapeutic in nature in that you may be engaged as a "therapist" for your child, be involved in joint or family sessions with your child, or in some cases, be encouraged to become involved in individual or couples therapy paralleling the work being done with your child. You will always be involved in developing goals for your child.

Psychotherapy can have benefits and risks. Since therapy often involves addressing difficulties in life, you and/or your child may experience uncomfortable feelings like sadness, frustration, and worry. However, therapy has also been shown to have benefits for people who experience it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There are no guarantees of what you or your child will experience. However, we will work with you as best we can to provide a positive therapy experience.

**Treatment process**

During the initial session, information will be gathered about your concerns, your child's educational, social, behavioral, and academic functioning, as well as family background. Sometimes formal psychological testing is involved in this process, but most generally this initial session helps determine the need for future psychological testing and, should it be necessary or helpful for treatment, further testing sessions are scheduled subsequent to the initial appointment. If you decide to pursue psychotherapy, there will be a series of 45-minute unit sessions (one appointment = 45 minutes duration) scheduled for your child, usually on a weekly, bi-weekly, or monthly basis depending on need. Frequency and duration of sessions will depend on clinical concerns and treatment goals. It will be important for you to come on time, so you receive the benefit of a full-length session. If you are late for your appointment, it is likely that your session will be completed at the time it was scheduled to end.

**PSYCHIATRIC TREATMENT SERVICES**

**Treatment Process**

The initial psychiatric assessment is typically 60-90 minutes in duration. The purpose of this visit is for the psychiatric provider to review your child's history, interview caregiver(s), interview the child in a non-threatening setting, and examine the behaviors of your child in the form of a mental status exam. At the end of this initial assessment the provider will discuss their diagnostic impressions with you and (if appropriate) your child. The provider will also discuss whether they believe psychotropic medication(s) should be included in your child's overall treatment plan. The decision to pursue psychotropic medication will not be taken lightly. This decision will be a joint decision made collaboratively with the provider, the responsible caregivers, and (whenever appropriate), the patient. Should medications be recommended, the SPBH provider will either prescribe and manage the medication or will contact the patient's primary care provider in order to convey their recommendation(s) to that provider, so that the primary care provider can use this information to prescribe and manage the medication going forward.

For patients choosing to continue in psychiatric services through SPBH after the initial assessment, follow-up appointments will be expected for continued monitoring and adjustment of the medication. These appointments are individualized to the patient and can range from weekly in cases requiring intensive monitoring to six months if a patient's symptoms have been stable and no or minimal medication adjustments are expected over that time frame. Typical follow-up tends to be every three months. All patients must be seen every six months to remain active in the clinic and continue to receive medication.

Treatment of the patient will only occur with the consent of the caregiver/guardian. For all medication appointments regarding a patient under the age of 18, the presence of a caregiver is required.

## FINANCIAL POLICIES AND INSURANCE INFORMATION

### Professional Fees

Professional fees vary according to the service provided. Please refer to the fee schedule below. In addition to scheduled appointments, there may be charges for other professional services you may need (e.g., telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized). Any legal proceedings with your child/family will need to be discussed prior to psychological or psychiatric treatment in our clinic, and a separate legal service fee contract will need to be discussed and signed.

### Fee Schedule (with associated CPT Codes for Insurance Submission)

#### Psychological Services:

90791 – Diagnostic Interview Evaluation	\$300 (45-90 minutes).
90832 – Individual Psychotherapy	\$80 (16-37 minutes).
90834 – Individual Psychotherapy	\$160 (38-52 minutes).
90837 – Individual Psychotherapy	\$240 (53-80 minutes).
90847 – Family Therapy	\$160 (38-52 minutes).
96101 – Psychological/Educational Testing and Report Writing	\$160 (45 minutes)
90887 – Out of office staffing/consultation	\$160 45-minute unit + travel.
98967 – Phone consultations lasting longer than 10 min	\$30 (for calls 11-20 min).
98968 – Phone consultations lasting longer than 21 min	\$50-160 (varies by time spent)

#### Psychiatric Services:

	<u>Physician</u>	<u>Nurse Practitioner</u>
90792 - Diagnostic evaluation with medical services	\$300	\$275
99212 - Eval/Management visit - Problem Focused	\$75	\$50
99213 - Eval/Management visit - Expanded	\$100	\$80
99214 - Eval/Management visit - Moderate	\$150	\$125
99215 – Eval/Management visit - High Complexity	\$200	\$175
90833 – Ind. psychotherapy - 16-30 min - with E/M service	\$100	\$80
90836 – Ind. psychotherapy - 23-45 min - with E/M service	\$175	\$160
90838 – Ind. psychotherapy - 31-60 min - with E/M service	\$250	\$240
90785 – Interactive complexity	\$75	\$50

Diagnostic evaluations that involve psychological testing range in price according to the number of testing units needed to complete the evaluation. Testing units/hours include: administration time, scoring of materials, interpretation of findings, and integration of results into a written report. The number of testing units per evaluation varies greatly depending on the presenting concerns and specific tests needed to adequately assess these concerns. An estimate for the cost of psychological testing can be reviewed with your provider prior to completion of the evaluation.

### Billing and Payments

The parent who brings the child is responsible for payment in full at the time of service. If the child attends a session without a parent, payment will need to be sent with the child. In the case of separated or divorced parents where one parent is court-ordered to pay for services, a copy of this document (in its entirety) is required before this information can be used. Also in cases of separation/divorce where both parents have legal custody, both parents are required to sign financial paperwork and the consent for treatment.

### **Delinquent Accounts**

If your account balance has not been paid for more than 90 days and arrangements for payment have not been agreed upon, our office has the right to use legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such action is necessary, its costs will be included in the claim. Returned checks will incur an additional \$35 fee.

### **Insurance Reimbursement**

At this time all providers at SPBH are considered "out-of-network" with all insurance companies and do not bill insurance directly for services. Although our providers do not accept insurance directly, your insurance company may reimburse you for a percentage of fees as an "out-of-network provider." You will be provided with a statement suitable for submitting to your insurance company should you choose to file claims on your own, and the insurance company will reimburse you directly. Most patients are successful in seeking reimbursement for at least a portion of their service fees; however, please remember that reimbursement is considered a matter between you and your insurance company. Always check with your insurance company directly for questions about your coverage and out-of-network benefits. If insurance does not cover a given service, then you are likely eligible to deduct the cost of that service on your tax return as a health-related expense (*please consult your accountant or tax return advisor for specific guidelines and information*). You can also use money from a health savings account or flex account to pay for services.

### **Credit Card Payments**

If you would like to pay with your credit card, you will be asked to complete an authorization and agreement form, and the terms of your payment will be specified in this form. You will be asked to update this form yearly.

### **Medicare/Medicaid**

Dr. Emily Warnes and Dr. Katrina Ostmeyer are not a covered providers for Medicare or Medicaid. What this means is that they are excluded from Medicare under the Social Security Act, and that you or your legal representative accepts full responsibility for payment of all charges congruent with SPBH policies. Usual Medicare limits to charges and services do not apply. By choosing to work with Dr. Emily Warnes or Dr. Katrina Ostmeyer, you completely forego the use of these benefits for your treatment at this clinic and agree neither yourself nor any representative will submit a claim to Medicare, nor will you ask your provider to submit a claim to Medicare. Medicare payments will not be made for any activities provided by Dr. Emily Warnes or Dr. Katrina Ostmeyer, including that of any particular service provided that have otherwise been eligible for Medicare submission were it not for presence of this private contract. Medigap plans do not and other supplemental plans may elect not to, reimburse you for services with your SPBH provider which are not covered by Medicare. The current formal opt out period from Medicare covers effective dates March 8, 2012 through the present.



## OFFICE POLICIES

### Medication Refills

Once medications have been prescribed your provider will strive to work with you as best as possible to ensure timely refills. It is expected that typically the patient or caregiver needs to give at least 2-3 business days' notice that a refill will be needed. This will allow the provider time to review the patient's chart and determine if a refill can be granted without a clinic visit. Remember that all patients need to be seen at a minimum once every 6 months by their medication provider, with 3 months being a standard interval between visits. It is SPBH policy that a refill typically consists of a full month supply. However, if the SPBH provider is not clinically comfortable with providing a full month refill, they may provide instead only enough medication to last until the next clinic appointment. In the event a patient is leaving SPBH medication services but remaining on the medication (e.g. moving, changing providers) a 2-3 month refill of the medication is typically given, unless deemed not appropriate by the medication provider.

### Missed Appointments

Once an appointment is scheduled, you are allowed to cancel for any reason. However, you will be expected to attend unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. If you fail to attend a scheduled session or cancel a session with less than 24 hours' notice, you may receive a charge that equals full payment for a session. If this is a continuing pattern, your care may be discontinued in this clinic.

It is important for you to understand that our practice is busy. As a result, you may not always have the ability to reschedule easily for the same week in which you cancelled or missed an appointment. You may not always be able to secure times for your child for after school appointments. However, this office will do the best that we can to work with you on any scheduling concerns that you may have.

This office will provide reminders for appointments via e-mail as a courtesy. However, please understand that it is still your responsibility to attend sessions when they are scheduled, even if you did not receive the reminder. Please do not rely solely on reminder notifications to ensure your attendance at scheduled appointments.

### Grounds For Termination

Services are provided at the discretion of your treatment provider. Your provider reserves the right to terminate services if either parent behaves inappropriately towards them or the office staff; if your provider is court-ordered to testify (thus causing a dual-role relationship with your child); if there is consistent failure to attend scheduled appointments; if there is failure to complete payment for services; or if either parent does not consent for services.

### Weather Policy

In cases of severe weather, this office will contact you by phone if the clinic is closing. You are not responsible for a late fee or no show charge if the office is closed or if you are unable to attend your session due to inclement weather. If this office closes, we will make every effort to contact you, so please make sure that we have up-to-date phone numbers for you.

### Contacting Your Provider

Your provider is often not immediately available by telephone. When your provider is unavailable, the telephone is answered by front office staff or a voice mail. Your provider will make every effort to return your call during within 24 hours, with the exception of holidays or vacations. If you are difficult to reach, please inform office staff of times when you will be available. If you are unable to reach your provider and feel that you can't wait for a returned call, contact your primary care physician or the nearest emergency room and ask for the psychiatrist on call.

### Professional Records

The laws and standards of our profession require that treatment records are maintained. Legally, you are entitled to receive a copy of your child's records, or your SPBH provider can prepare a summary for you instead. However, for therapeutic reasons, it is SPBH policy to request an agreement from parents that they agree to give up access to their child's progress notes. If you agree and you request documentation, you will be provided with only a copy of an intake assessment report, psychological evaluation, and/or general information about your child's work in therapy, unless your provider feels there is a risk that your child will seriously harm himself/herself, engage in high risk activities, or harm someone else. In this case, your provider will notify parents of this concern. Before giving parents information, your provider will discuss the matter with your child, if possible, and do their best to handle any objections s/he may have with the information that will be shared.

### Court Testimony

In some proceedings involving child custody, a judge may order testimony from your provider if he/she determines that the issues demand it. As your child's mental health provider, it is our ethical duty to provide your child the best care possible. If asked to provide records or testimony about treatment to the court, this can contribute to a "dual-role" relationship between your SPBH provider and your child. A dual-role relationship means that your SPBH provider is providing services for conflicting roles (i.e., parent's witness and child's provider), and can be potentially damaging to your child and his/her present or future therapy experiences due to possible violations of therapeutic trust. In addition, your SPBH provider has an ethical responsibility to only release records and/or test data to persons who are qualified and trained to interpret the information. Most court personnel have not received sufficient mental health training to meet these criteria, and providing records and/or test data can also be damaging for patients. Finally, legislation and ethical standards mandate that the mental health provider protect privacy of mental health records. Because your SPBH provider cannot control the number of people that have access to the mental health records in the court setting, concerns for the patient's privacy may exist. For these reasons, unless pre-arranged prior to initiating services, your SPBH provider will not provide therapy notes, test data, or testimony to the court as a part of litigation. If your SPBH provider is required to provide test data, testimony, or records to the court (under court order), they reserve the right to terminate services.

## CONFIDENTIALITY AND PRIVACY PRACTICES

### Confidentiality

In general, the privacy of all communications between a patient and a mental health provider is protected by law, and your SPBH provider can only release treatment information to others with your written permission. Typically, your SPBH provider will ask you to sign a release to share information with your child's primary care provider for care coordination. Often other family members are involved with your child's daily life. These may include step-parents, partners, or



grandparents. When other adults will be bringing your child for treatment or are involved in supporting treatment, parents will be asked to sign a release of information giving your SPBH provider permission to talk with those individuals about your child.

There are a few exceptions to confidentiality, and they include the examples listed below. These situations have rarely occurred in this practice. If a similar situation occurs, your SPBH provider will make every effort to fully discuss it with you and your child before taking any action.

1. There are some situations in which your SPBH provider is legally obligated to take action to protect others from harm, even if some information about the patient's treatment has to be revealed. For example, if your SPBH provider learns of suspected or alleged abuse /neglect of a child, elderly person, or disabled person, they must file a report with the appropriate state agency. If a minor witnesses domestic abuse or drug abuse in the home, these are also reportable concerns.
2. If your SPBH provider believes that a patient is threatening serious bodily harm to another, your SPBH provider is required to take protective action. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm him/herself, your SPBH provider may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.
3. Your SPBH provider may occasionally find it helpful to consult other professionals about a case. During a consultation, your SPBH provider will make every effort to avoid revealing the identity of her patients. The consultant is also legally bound to keep the information confidential. If you don't object, your SPBH provider will not tell you about these consultations unless they feel that it is important to the psychological work together. Likewise, if your SPBH provider is away from the office for a few days, they may have a trusted fellow SPBH provider "cover" for him or her. This provider will be available to you in emergencies, therefore he or she needs to know about you. Of course, this provider is bound by the same laws and ethics as your main SPBH provider is to protect your confidentiality.
4. If a minor reveals to your SPBH provider that s/he is at risk for self-harm through high-risk behaviors or suicidality, these issues will be discussed with parents.

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.

### **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 nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this agreement, the HIPAA notice form, and my privacy policies and procedures. If you have any questions about these rights, please discuss with your SPBH provider at any time.

## E-MAIL AND SOCIAL MEDIA POLICIES

### E-mail contact

At times, your SPBH provider may use e-mail to communicate with you regarding appointment information, session information, or answer your questions. Copies of all e-mails are placed in your medical chart. With your written consent, your SPBH provider may also use e-mail to correspond with your primary care provider. You have the right to decline this option at any time. Your SPBH provider will use reasonable means to protect the security and confidentiality of any information sent and received by e-mail. Patients should understand that there are known and unknown risks that may affect the privacy of personal health care information when using e-mail to communicate. Those risks include, but are not limited, to:

1. E-mail may be forwarded, printed, and stored in numerous paper and electronic forms and be received by many intended and unintended recipients without a patient's knowledge or agreement.
2. E-mail may be sent to the wrong address by any sender or receiver.
3. E-mail may be easier to forge than handwritten or signed papers.
4. Copies of e-mail may exist even after the sender or the receiver has deleted his or her copy.
5. E-mail service providers have a right to archive and inspect e-mails.
6. E-mail may be intercepted, altered, or used without detection or authorization.
7. E-mail may spread computer viruses.
8. E-mail delivery is not guaranteed.

You should not use e-mail for medical emergencies or to send time-sensitive information. You should understand and agree that it is your responsibility to follow up with your SPBH provider if you have not received a response to an e-mail within a reasonable time period.

### Social Media

Your SPBH provider does not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). Adding clients as friends or contacts on these sites can compromise your confidentiality and respective privacy. It may also blur the boundaries of the therapeutic relationship. If there are things from your online life that you wish to share, please bring them into scheduled sessions where they can be viewed and explored together, during therapy.

You may find the SPBH practice on sites such as Yelp, Healthgrades, Yahoo Local, Bing, or other places which list businesses. If you should find this listing on any of these sites, please know that your SPBH provider's listing is NOT a request for a testimonial, rating, or endorsement from you as a client. Due to confidentiality, your SPBH provider will not respond to any review on any of these sites whether it is positive or negative. You are urged to take your own privacy as seriously as your SPBH provider takes her commitment of confidentiality to you. If you are working together with your SPBH provider, s/he hopes that you will bring your feelings and reactions to the work directly into the mental health treatment process. This can be an important part of therapy, even if you decide it is not a good fit. None of this is meant to keep you from sharing that you are receiving SPBH services wherever and with whomever you like. You are more than welcome to tell anyone you wish that you receive services at SPBH and how you feel about the treatment provided to you, in any forum of your choosing.

## **INFORMATION FOR SEPARATED, DIVORCED, OR NEVER MARRIED PARENTS**

Entering into a helping relationship for your child is a big step for your child and your family. We want to make this process as easy as possible, regardless of your family circumstances. From our experience, there are often special issues that arise when parents do not reside together. We hope this information will clarify our policies and procedures.

### **Consent for Treatment**

Parents with joint legal custody have equal rights in consenting to medical treatment, unless otherwise noted in a custody or divorce decree. For many reasons, it is absolutely critical that both parents agree that treatment is appropriate and that both parents agree on a mental health provider. If consent is not received from both parents, it is likely that the psychologist will not move forward with treating your child. If this situation arises, the SPBH provider will work with both parents to recommend a different mental health provider.

### **Custody and Visitation Issues**

The SPBH provider, as a mental health professional, cannot make any recommendations about custody or visitation issues. If custody and visitation issues are a concern, the SPBH provider may speak with you about a referral to another mental health professional for a formal custody evaluation, a mediator, or a guardian ad-litem. It is assumed that both parents want to work towards the best interest of their child, which includes maintaining a safe, therapeutic environment with the psychologist. The SPBH provider will not provide records to attorneys or testify in court in a custody or visitation dispute.

### **Court Mandated Therapy**

Mandated therapy participation or therapy recommendations should not be included in the divorce decree without previous consent.

### **Behavior/Conduct**

At times, parents who are involved in divorce or custody disputes have difficulty maintaining an appropriate decorum in the waiting room, clinic office, or therapist office. Out of concern for your child, other patients in our clinic, and clinic staff, parents are asked to behave respectfully to one another in your SPBH provider's office and in this clinic. If they do not behave in a civil manner, they may be required to attend sessions separately or your SPBH provider may terminate services with their child.

**Your signature below indicates that you have read the information in the SPBH Clinical Services Agreement document and agree to abide by its terms during this professional relationship.**

_____	_____
Child's Name	Date Signed
_____	_____
Signature of Client /Guardian/Representative	Date Signed
_____	_____
Signature of Provider	Date Signed

The Sunflower Pediatric Behavioral Health, P.A., HIPPA privacy information form is located on our website [sunflowerpbh.com](http://sunflowerpbh.com), and a hard copy is provided in this office. You can request to have a printed copy at any time.

**Your signature below serves as an acknowledgement that you have read and been offered a copy of Sunflower Pediatric Behavioral Health, P.A., HIPPA privacy information form.**

_____	_____
Child's Name	Date Signed
_____	_____
Signature of Client /Guardian/Representative	Date Signed
_____	_____
Signature of Provider	Date Signed