



JANICE C. C. LEPORE, PSY.D. AND ASSOCIATES, LLC

PROFESSIONAL SERVICES AGREEMENT

Welcome to our practice. This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a 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 we 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 we obtain your signature acknowledging that we 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. Please feel free to ask any questions you have about the information contained in this document. When you sign this document, it will also represent an agreement between us.

PRACTICE STRUCTURE

Janice C. C. Lepore, Psy.D., and Associates, LLC, is an independent practice, and is not affiliated with any other individual or practice, including other practitioners in the office suite of 1400 Front Avenue, Suite 204, Lutherville, MD, 21093.

ASSESSMENT SERVICES

The comprehensive assessment services provided by Janice C. C. Lepore, Psy.D., and Associates, LLC may include a number of interactions, such as an interview with the parent(s) and/or child/adolescent/young adult, formal psychological and educational assessment procedures, review of records, communication with other professionals (e.g., teachers, physicians) and behavioral observations. Generally, three to four appointments are needed, ranging from one to three hours in length each. After all assessment data is

gathered a written report detailing assessment results, conclusions, and recommendations will be provided during an in-person feedback session. This is typically scheduled within two to four weeks of the completion of all assessment procedures/receipt of materials.

Consultation services offered by the practice may vary from in-person meetings to discuss educational planning and advocacy efforts, to attendance at team/educational meetings to support intervention efforts and/or discuss assessment results. These services will be offered at the request of individual parents/patients, and a structure for what will be involved can be developed upon request.

Assessment can have benefits and risks. Some tasks may be difficult or challenging, especially as we work to understand your/your child's individual strengths and weaknesses. During the process of assessment, specific areas of weakness, specific disorders or diagnoses may be identified. These experiences can be uncomfortable for some people, although generally this discomfort is mild and temporary. Assessment also has some significant benefits. Gaining a better understanding of your own/your child's individual strengths and weaknesses will support the development of better and more effective treatment and educational planning. Additionally, this information may help support better self-understanding, self-esteem, and self-advocacy. Ultimately, most of our patients have found the assessment process to be an informative and helpful experience. However, if you or your child feel any discomfort, either during or after the assessment process, please inform us immediately so that we can address this important issue. If necessary, we will be glad to make appropriate referrals for follow-up care and/or a second opinion.

At times, follow-up therapy or treatment is recommended to address emotional, behavioral, or other issues that may be identified during treatment. Please be advised that we do not offer ongoing therapy services at this time, however, we will be glad to discuss these treatment needs as part of our feedback/review of assessment, and to provide you with appropriate referrals upon request.

Please note that we do not provide assessment services for forensic issues or court proceedings (e.g., custody evaluations). If you require these services, or anticipate that these may be needed, we will be happy to refer you to appropriate professionals.

FEES, PAYMENT AND CANCELLATION POLICY

The fee for a comprehensive psychological assessment is three thousand dollars (\$3000.00). This service includes the intake appointment, testing sessions, and parent feedback appointment. Additional feedback and/or consultation sessions may be scheduled upon request, and the fee for these services is two hundred dollars (\$200.00) per hour

Due to the amount of time scheduled for each assessment, a deposit of seven hundred and fifty dollars (\$750.00) is required at the time of scheduling. This amount is applied towards the assessment fee, but **is nonrefundable** in the event of cancellation. Rescheduling an assessment may be considered at the discretion of the psychologist.

The balance of the assessment fee, two thousand, two hundred and fifty dollars (\$2250.00) is required to be paid by the second testing session. The report will not be generated until all fees are paid in full.

Additional services (e.g., consultation with schools, IEP meeting attendance, etc.) may be provided upon request, with fees to be determined after a discussion of the presenting needs, issues and concerns.

In the event that you or we determine that the testing process should be terminated before completion, you will be charged our hourly fee for services already rendered. If you feel that termination may be necessary, please advise us of your concerns as soon as possible. We will be happy to work with you to address your concerns and/or make appropriate referrals.

Payment may be made by cash, check, or credit card. Janice C. C. Lepore, Psy.D., and Associates **does not accept insurance** as a form of payment for services rendered. A

detailed receipt will be provided when all fees are paid in full. This receipt will contain all of the information necessary to submit a claim to your insurance company, should you choose to do so. Please be aware that insurance companies vary in their reimbursement for psychological and educational testing services, and no amount of reimbursement is guaranteed. Also, please be aware that some insurance companies require pre-authorization before any meetings have taken place in order for coverage to be available. Each patient is responsible for knowing and following the requirements of their individual insurance plan.

If payment in full is not received within 30 days of the final testing session, collections procedures may be initiated. This may involve hiring a collection agency or going through small claims court, which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs, including attorneys' fees, will be included in the claim.

Cancellations for consultation, intake or feedback appointments, must be made with a *minimum of 24 hours advance notice*. If a minimum of 24 hours notice is not provided, you will be charged a cancellation fee of one hundred dollars (\$100). Additionally, due to the scheduling needs of assessments, short-notice cancellations for testing sessions may result in the cancellation or rescheduling of subsequent appointments at the discretion of the psychologist.

CONFIDENTIALITY AND LIMITS TO CONFIDENTIALITY

We value your privacy and confidentiality. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Maryland law. However, in the following situations, no authorization is required:

- 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 provide any information unless we

have your written authorization, you have made your mental status an element of your claim or defense in the court proceeding, or we receive 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 us 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 or the practice.

In addition, 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 protect the identity of our patient, including not using or changing names, dates, and other identifying information. The other professionals are also legally and ethically bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

There are also some situations in which we are legally obligated to take actions which we believe are necessary to attempt to protect others from harm. In these situations we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If we have reason to believe that a child or vulnerable adult has been subjected to abuse or neglect, or that a vulnerable adult has been subjected to self-neglect, or exploitation, the law requires that we file a report with the appropriate government agency, usually the local office of the Department of Social Services. Once such a report is filed, we may be required to provide additional information.
- If we know that a patient has a propensity for violence and the patient indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), we may be required to take protective actions. These actions may include establishing and undertaking a treatment plan that is calculated to eliminate the possibility that the patient will carry out the threat, seeking

hospitalization of the patient and/or informing the potential victim or the police about the threat.

- If we believe that there is an imminent risk that a patient will inflict serious physical harm or death on him/herself, or that immediate disclosure is required to provide for the patient's emergency health care needs, we may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect the patient.

If such a situation arises, we will make an effort to fully discuss it with you before taking any action and to limit our disclosure to what is necessary.

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine and obtain copies of their child's treatment records. While privacy is very important, parental involvement is also essential to a successful assessment. Therefore, it is usually our policy to request an agreement from any minor patient who is capable of understanding and his/her parents, allowing us to determine in our professional judgment what information to include in the report and/or share with parents.

Records and information regarding minors who are 16 or 17 years old, who seek assessment without their parents' consent, may be released to their parent without their consent, based on our professional judgment.

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.

CONTACTING US

Due to our work schedule, and the fact that we do not answer the telephone when we are with a patient, we may not be immediately available by telephone. When we are

unavailable, my telephone is answered by voice mail that we monitor frequently. We will make every effort to return your call within twenty-four (24) hours, and ideally on the same day you make it, 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 can't wait for us to return your call, contact your family physician, call 911 or proceed to the nearest emergency room and ask for the psychologist/psychiatrist on call. 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 Protected Health Information about you in your Clinical Record. Except in unusual circumstances that disclosure is reasonably likely to endanger the life or physical safety of you or another person, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. In those situations, you may have a right to a summary and to have your record sent to another mental health provider. 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 our presence, or have them forwarded to another mental health professional so you can discuss the contents. We are sometimes willing to conduct this review meeting without charge. In most circumstances, we are allowed to charge a small fee to cover copying and certain other expenses. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

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.

Your signature below indicates that you have read the information in the Service Agreement and agree to abide by its terms during our professional relationship. Your signature below also serves as an acknowledgement that you have received the Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information described above.

Patient's name

Date

Signature of Parent/Legal Guardian
or Signature of Patient

Signature of Witness

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