

MICHAEL S. McLANE, Psy.D.
LICENSED PSYCHOLOGIST

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Informed Consent to Treatment / Evaluation

I, _____,

who was born on _____ and who resides at _____

am 18 years old or older and am legally authorized to consent to my own mental health/medical care. I request that Michael S. McLane, Psy.D. conduct psychotherapeutic treatment and/or neuropsychological, psychological, or psychoeducational evaluation with myself. I understand the purpose of the procedures will be explained and that treatment or evaluation is being conducted at my request.

This document (the Agreement) contains important information about Dr. McLane's 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 Dr. McLane to 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 also requires Dr. McLane to obtain your signature acknowledging that he has provided this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. Dr. McLane will discuss any questions you have about the procedures. When you sign this document, it also represents an agreement between you and Dr. McLane. You may revoke this Agreement in writing at any time. That revocation will be binding on Dr. McLane unless he has taken action in reliance on it; if there are obligations imposed on Dr. McLane 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.

EVALUATION SERVICES

As part of his professional practice, Dr. McLane conducts neuropsychological, psychological, and psychoeducational evaluations. Patients are often referred by physicians, psychologists, speech-language pathologists, and other allied professionals due to problems with learning, behavior, social skills, and/or emotional development. These evaluations may be in-depth and involve several components to obtain a broad understanding of you, including: gathering information from you and sometimes others who know you well with your permission (e.g., relative or friend), individual testing, a feedback conference with you once testing has been completed, and a written report summarizing the findings and recommendations. In some cases, Dr. McLane supervises graduate students who are learning to become psychologists so they may be involved in your evaluation. Neuropsychological, psychological, and psychoeducational evaluations are intended to be helpful in answering questions about the referral problems, but it is important to be aware that the specific outcome or findings of these services cannot be known in advance.

PSYCHOTHERAPY SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the particular problems the patient is experiencing. There are many different methods Dr. McLane may use to deal with the problems that you hope to address. Unlike a medical visit, psychotherapy calls for an active effort on the part of the patient. This can include assignments outside the treatment sessions to extend the benefits of the treatment work into other environments.

Psychotherapy can have benefits and risks. Because psychotherapy may involve the discussion of problems and troublesome emotions, it is possible for the patient to experience unpleasant feelings at times. On the other hand, psychotherapy has also been shown to have many benefits, and it often leads to better relationships, improved coping skills, solutions to specific problems, and significant reductions in feelings of distress. While therapy is designed to be helpful and to minimize any risk, it is not possible to make advanced guarantees about the outcome of such treatment.

If Dr. McLane is providing psychotherapeutic services to you, the first few sessions will involve discovering your unique needs so that initial diagnostic impressions and a treatment plan can be formulated and then discussed prior to implementation. You should evaluate this information along with your own opinions of comfort and trust about working with Dr. McLane. Psychotherapy involves a commitment of time, money, and energy, so it is essential to use care in selecting a psychotherapist. If you have questions about Dr. McLane's procedures, feel free to discuss them with him. If your doubts persist, Dr. McLane would be happy to help set up a meeting with another mental health professional for a second opinion.

SESSIONS, PROFESSIONAL FEES, BILLING, AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement.

For evaluations, the fee is \$180 per hour of time spent reviewing records, interviewing you and/or others with whom you allow Dr. McLane to speak, one-to-one testing with you, scoring and interpreting tests, writing the report, and sharing the findings and recommendations of the evaluation with you. For psychotherapy treatment, Dr. McLane's fee is \$180 per 50-minute session. Psychotherapy sessions lasting more than 50 to 55 minutes will be assessed additional charges of \$45 per 15-minute increments (e.g., \$225 for 75-minute sessions, \$270 for 90-minute sessions).

Once an appointment has been scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions, so you will be responsible for paying late cancellation fees (\$180 per 50-minute session or per evaluation session). If you fail to appear for an appointment, Dr. McLane will charge your account the late cancellation fee of \$180.

Fees for other services at the rate of \$180 per hour include telephone conversations lasting longer than 10 minutes, preparation of records or treatment summaries, and time spent performing other service you may request of Dr. McLane (e.g., attendance of school meetings for educational planning). If you become involved in legal proceedings that require Dr. McLane's participation, you will be expected to pay for all of his professional time, including preparation and transportation costs, even if he is called to testify by another party. Because of the difficulty of legal and forensic services, Dr. McLane charges \$270 per hour for preparation and attendance at any legal proceeding. These fees for legal proceedings are payable in advance.

If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, Dr. McLane has the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court which will require Dr. McLane to disclose information that would otherwise be confidential. In most collection situations, the only information released is a patient's name, the nature of services provided, and the amount due. For checks written to Dr. McLane from accounts that have insufficient funds and "bounce," a \$40 returned check processing fee will be charged to you.

CONTACTING DR. McLANE

Dr. McLane makes every effort to answer the telephone, but he is sometimes not immediately available by telephone. When Dr. McLane is unavailable, you are welcome to leave a message on his answering machine, which is monitored frequently. Dr. McLane will make every effort to return your call on the same day, with the exception of weekends and holidays. If you are difficult to reach, please inform Dr. McLane of times when you will be available. If you are unable to reach Dr. McLane and feel that you cannot wait for him to return your call, contact your physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If Dr. McLane will be unavailable for an extended time, such as due to vacation or professional conference, he will provide you with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, Dr. McLane 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:

- Dr. McLane handles the majority of the clinical and the administrative responsibilities of managing his practice. He sometimes supervises graduate students who are learning how to become psychologists so those individuals may be involved in your care. In some cases, Dr. McLane utilizes a billing service to assist in insurance verification, billing, and collections. As required by HIPAA, Dr. McLane has a formal business associate contract with this billing service, in which it promises to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, Dr. McLane can provide you with the name of this organization and/or a blank copy of this contract. Should he employ any administrative staff in the future, Dr. McLane would need to share protected information with those individuals only for

specific purposes, such as scheduling, billing, and quality assurance. All staff members would be given training about protecting your privacy and agree not to release any information outside of the practice without Dr. McLane's permission.

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient seriously threatens to harm himself/herself, Dr. McLane may be obligated to contact your relatives or others who can help provide protection. Texas law provides that a professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the patient.
- In rare situations, Dr. McLane may find it helpful to consult other health and mental health professionals about a case. During a consultation, Dr. McLane would make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. If you do not object, Dr. McLane will not tell you about these consultations unless he feels that it is important to do so. Dr. McLane will note all consultations in your Clinical Record (which is called "PHI" in his Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

There are some situations where Dr. McLane is 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 your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. Dr. McLane cannot provide any information without your (or your legal representative's) written authorization, or 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 Dr. McLane to disclose information.
- If a government agency is requesting the information for health oversight activities, Dr. McLane may be required to provide it to them.
- If a patient files a complaint or lawsuit against Dr. McLane, he may disclose relevant information regarding that patient in order to defend himself.
- If a patient files a worker's compensation claim, Dr. McLane must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

There are some situations in which Dr. McLane is legally obligated to take actions, which he believes are necessary to attempt to protect others from harm, and Dr. McLane may have to reveal some information about a patient's treatment. These situations are unusual in his practice.

- If Dr. McLane has cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that Dr. McLane make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such a report is filed, Dr. McLane may be required to provide additional information.
- If Dr. McLane determines that there is a probability that the patient will inflict imminent physical injury on another person, or that the patient will inflict imminent physical, mental or emotional harm upon himself/herself, or others, Dr. McLane may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient. If such a situation arises, Dr. McLane will make every effort to fully discuss it with you before taking any action, and he will limit his 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 Dr. McLane is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of this profession require that Dr. McLane keep Protected Health Information about you in his/her Clinical Record. Except in unusual circumstances, such as danger to self and/or others, you may examine your Clinical Record. You should be aware that pursuant to Texas law, neuropsychological, psychological, and psychoeducational test data are not part of a patient's record because such raw data is subject to misinterpretation. It may, however, be forwarded to another qualified mental health professional. In most circumstances, Dr. McLane is 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.

In addition to your Clinical Record, Dr. McLane sometimes keeps an additional set of Psychotherapy Notes. These Notes are for his own use and are designed to assist him in providing you the best evaluation and/or treatment. While the contents of Psychotherapy Notes vary from patient to patient, they can include the contents of our conversations, analysis of those conversations, and their impact on your evaluation and/or treatment. They also contain sensitive information that you may reveal to Dr. McLane that is not required to be included in 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 signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine your Psychotherapy Notes unless Dr. McLane determines that releasing such information would be harmful to your physical, mental, or emotional health.

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 Dr. McLane 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 Dr. McLane's policies and procedures recorded in your records; and the right to a paper copy of this Agreement and the attached Notice form.

INSURANCE REIMBURSEMENT

In order to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for the services that are needed. If you have a health insurance policy, it will usually provide some coverage for the services of a psychologist. Dr. McLane will fill out forms and provide whatever assistance he can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of Dr. McLane's fees. It is 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 mental health services. If you have questions about the coverage, call your plan administrator. Of course, Dr. McLane will provide you with whatever information he can based on his experience and will be happy to help you in understanding the information you receive from your insurance company.

Health insurance companies are usually willing to verify in advance whether neuropsychological, psychological, or psychoeducational testing is a covered benefit under the terms of your health insurance policy. However, it is important to note that a verification of benefits is not a guarantee of reimbursement or payment by your insurance company. There are times when an insurance company may choose not to reimburse the services that were already provided, even if they initially stated that such services would be covered under your plan. These claims denials occur rarely, but Dr. McLane wants to make you aware that they do sometimes happen. For instance, after the assessment is completed, your insurance company may determine that they prefer not to cover the diagnosis that was determined by the requested testing, or they may conclude that the services were related to educational rather than strictly medical issues and then refuse payment or reimbursement for the services. Dr. McLane will assist you by providing as much information as is possible prior to evaluating you, but *please be aware that some policies permit insurance companies to refuse reimbursement even after the work is completed and the findings are made.*

Dr. McLane will do his best to help in completing insurance claim forms in an honest and truthful manner, but ultimately he has no control over whether or not your insurance company will reimburse the services he provides to you. *If your insurance company refuses to cover your evaluation services, even after it has been completed, it will be then necessary for you to pay for the services of Dr. McLane on your own.*

Over the past decade, health insurance policies have become increasingly complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Some Managed Health Care plans such as HMOs and PPOs may require authorization before they provide reimbursement for mental health services. Some plans may attempt to limit the number of sessions or hours of services that are covered, place a cap on the cost of benefits, or even limit the services to you once the insurance benefits end. If this occurs, Dr. McLane will do his best to find another provider who will help continue the services as appropriate.

You should also be aware that your contract with your health insurance company requires that Dr. McLane provide information relevant to the services that he provides to you. For example, Dr. McLane is required to provide a clinical diagnosis so that claims can be processed. Sometimes he is required to give additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record.

Dr. McLane will make every effort to release only the minimum information about you necessary for the purpose requested. This information will become part of the insurance company's files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, Dr. McLane has no control over how this information may be managed in the future. In some cases, they may share the information with a national medical information databank. At your request, Dr. McLane will provide you with a copy of any insurance report he submits. By signing this Agreement, you agree that Dr. McLane can provide requested information to your insurance carrier.

Sometimes patients with concerns about privacy in relation to health insurance records elect to pay Dr. McLane on an out-of-pocket basis for services. It is important to remember that you always have the right to pay for Dr. McLane's services yourself if you would rather not submit claims to your health insurance company.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during your professional relationships with Dr. McLane for your evaluation and/or psychotherapy treatment. At your request, Dr. McLane would be glad to provide you with a copy of this document for your records. Your signature below also serves as an acknowledgement that you have received and read the HIPAA Notice Form described above.

Your Name (Print): _____

Signature: _____ Date: _____