



Clinic Information and Client Consent Policies for Collaborative Counseling and Lifespan Neuropsychological Services (A Contractor of Collaborative Counseling, LLC)

Overview of Neuropsychological Evaluation

What is a clinical neuropsychologist? A clinical neuropsychologist is a doctoral level clinical psychologist who specializes in understanding the way in which brain function contributes to human thought, emotion, and action. This knowledge is used to assess, diagnose, and plan treatment/intervention strategies for people when brain function may be altered by neurodevelopmental, medical, or psychiatric conditions.

Nature of the evaluation: A typical neuropsychological evaluation is designed to assess structured and open-ended reasoning skills, attention/concentration, learning/memory, language, visuospatial/visuomotor skills, sensory/motor skills, and emotion function/personality. The testing strategy developed by the clinical neuropsychologist will be based on his/her expertise and professional standards of practice, and will include a clinical interview, administration of structured measures of thinking by the clinical neuropsychologist, and an assessment of emotional function. Your active participation in the evaluation and consistent effort is crucial to ensure that results accurately reflect brain function. Given the importance of accurate diagnosis, techniques designed to detect the possibility that test performance may be negatively impacted by non-test factors (e.g., poor effort, exaggeration of symptoms) may be included in the evaluation.

Potential benefits of the evaluation include obtaining information which can be helpful in accurate diagnosis of cognitive and/or emotional problems and to assist in decision-making regarding treatment and other management issues. Potential risks include the possibility that some procedures may be difficult and cause frustration and/or fatigue and that discussion of personal information during an interview with the neuropsychologist may be associated with emotional discomfort.

Nature of the relationship between the neuropsychologist and the client: Although the clinical neuropsychologist may serve as a consultant or direct provider for cognitive rehabilitation interventions s/he will not typically provide psychotherapeutic interventions. S/he will meet with you to discuss findings and treatment suggestions after writing a report which summarizes and analyzes test results, will forward a summary of evaluation findings to the health care provider who referred you for evaluation, and will assist you in locating resources to facilitate your treatment if desired.

Findings based on neuropsychological evaluations are often viewed as helpful in forensic proceedings (e.g., civil litigation, Workman's Compensation decisions, Social Security Disability determinations, guardianship/custody issues). However, ethical concerns/operating principles related to forensic evaluations differ from those involved in evaluations done for medical diagnosis and treatment planning. Health Insurance companies generally do not consider forensic evaluations to be consistent with medical necessity requirements for payment. Evaluations done specifically for forensic purposes must be identified prior to scheduling and appropriate arrangements for reimbursement made in advance. Although consultation with attorneys is part of a forensic evaluation, it is not part of an evaluation done on the basis of medical necessity. Given this, the neuropsychologist will not be available to discuss findings with an attorney who represents you in any pending or future litigation when the evaluation is done on the basis of medical necessity (i.e., physician, therapist, or other agency referral). If the neuropsychologist is subpoenaed or mandated by the court to testify, the client or his/her attorney will be required to pay all fees associated with record review, writing of case summaries and/or other reports, consultation with attorneys, consultation with mental health professionals, and any other preparation. The client or his/her attorney will also

be required to pay for other fees incurred including travel time, meals, parking and all other costs associated with the court time. All fees, calculated at the rate noted in this document, must be paid prior to the date of testimony. Moreover, since the evaluation was not conducted as a forensic evaluation, the neuropsychologist does not serve as an expert witness and will respond solely to factual questions directly related to information provided in the neuropsychological evaluation report. Court appearances are significantly more expensive due to the complexity and difficulty of being involved in such matters. Our current hourly rate for any legal related matters is \$350 per hour. Please note that these fees apply to any court-related or legal-related work regardless of whether testimony ends up being required.

Charges Related to the Assessment:

Neuropsychological evaluation involves a clinical interview to review prenatal and developmental history, academic/occupational history, personal and familial medical/mental health history, and presenting signs/symptoms; test administration, test scoring/normative referencing/data analysis, and report writing. Although the client is present for the clinical interview and test administration, remaining activities occur in the client's absence. Additionally, a one-hour session to review assessment results and treatment recommendations will be scheduled. Per hour charges are applied to all of these activities.

Confidentiality and Data Privacy Policy (HIPAA)

This notice describes how your health information may be used and disclosed and how you can access this information. Please review this and all other policies carefully. We are committed to protecting our clients' privacy and confidentiality. A federal law, the Health Insurance Portability and Accountability Act (HIPAA) went into effect on April 14, 2003 and provides protection for personal health information held by covered entities. Protected health information is defined as any individually identifiable health information relating to health status, provision of health care, or payment of health care (e.g., demographic information, medical history, test/lab results, mental health condition, insurance information, or other data the healthcare professional collects to identify an individual and determine appropriate care). This law requires us to inform you of this policy, to provide you with this notice, which describes these protections, and to maintain the privacy of your health information as described in this document. Wisconsin state law may additionally establish rules governing the storage and release of protected health information. You have the right to receive a copy of this notice. If we change any of the details of this notice, we will notify you of the changes in writing.

Personal access to your health information: As noted previously, the neuropsychologist will schedule an appointment with you to review test results and treatment suggestions based on results of your neuropsychological assessment and to answer any questions you may have. We value your opinion and wish to hear your concerns, which can be discussed during this test review session. If you note factual errors in your records, please notify the neuropsychologist and these errors will be corrected. You may also submit a written request for other amendments/changes in your medical records. However, the neuropsychologist is responsible for interpreting test results, arriving at diagnostic conclusions, and making treatment recommendations in a manner consistent with professional standards. Given this, amendments/changes in medical records must be consistent with these principles. If we agree to an amendment or change, we will not remove or alter earlier documents, but will add the new information. If we do not agree to an amendment/change you may still submit a statement of your concerns which will become part of your permanent medical record.

You may request that a copy of your neuropsychological evaluation report be sent to others by submitting a HIPAA compliant release of information form (available at the Collaborative Counseling website). However, test manuals and documents containing test questions/instructions are protected by intellectual property and copyright law and can only be released under very specific circumstances and in a manner consistent with specific guidelines. Test questions/instructions or forms containing this information cannot be released directly to you. If you authorize transfer of your records to an outside agency (e.g., for legal purposes), the records will be forwarded upon completion of a HIPAA compliant consent form and a payment fee based on the current legal maximums allowed by the Department of Health. Copies of records are available for a \$17.21 processing fee, plus \$1.30 per page for copying.

Additional circumstances under which your health information may be disclosed:

The law permits us to use or disclose your health information to those involved in your treatment. These situations may include:

- Review of your file by a specialist doctor who may be involved in your care.
- When consultation with another health care professional, who has specialized knowledge which would enhance understanding of your assessment/treatment needs would be beneficial, we may consult, protecting your confidential information in these communications.
- To obtain payment for the services you receive (e.g. we can send information as requested by your health insurance plan).
- Use or disclosure of your health information for normal healthcare operations such as client scheduling, staff training, billing, management of operations. Internal staff receive training in maintenance of client confidentiality and external agencies (business associates) are expected to sign a written contract in which they agree to maintain your privacy.
- To contact you via mailings, or appointment reminder calls. If you are not home, we may leave this information on your answering machine, or with the person who answers the telephone. As we will need to contact you from time to time, we will use the address or telephone number you have on file with us.
- In an emergency, we may disclose your health information to a family member or another person responsible for your care.
- To maintain continuity of care, your information will become the property of the new owner(s) if this practice is sold.

Minnesota or Wisconsin laws, depending upon the location where you receive psychological services, impose some limitations to your rights to confidentiality. Following is a list of situations in which you may lose your right to confidentiality:

- If use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is made to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.
- If the psychologist suspects you have physically or sexually abused or neglected a child or vulnerable adult, the psychologist must make a report to the proper authorities. This includes some cases of domestic abuse when a child is exposed to weaponry or is physically threatened and/or used as a weapon or if you are pregnant and using a controlled substance such as heroin, cocaine, phencyclidine, methamphetamine, or their derivatives.
- When there is a court order to release your records to the legal authorities.
- A subpoena, discovery request, or other lawful process, that is not accompanied by an order of a court or administrative tribunal so long as reasonable efforts are made to give you notice that your PHI has been requested or reasonable efforts are made to secure a qualified protective order, by the person requesting the PHI.
- If an investigation or disciplinary proceeding is mandated by the licensing board and your information is involved in those proceedings.

- To defend Collaborative Counseling or our psychologist(s) in a legal action or other proceeding brought by you against our clinic or service providers.
- When required by the Secretary of the Department of Health and Human Services in an investigation to determine compliance with the privacy rules.
- To Business Associates under a written agreement requiring Business Associates to protect the information. Business Associates are entities that assist with or conduct activities on our behalf including individuals or organizations that provide legal, accounting, administrative, and similar functions.
- If you are a minor, you have a limited right to privacy in that your parents may have access to your records. However, if the psychologist believes sharing this information will be harmful to you, confidentiality will be maintained to the limits of the law.

Except as described above, this practice will not use or disclose your health information without your prior written authorization. You may request in writing that we not use or disclose your health information as described above and we will let you know if we can fulfill your request. You have the right to know of any uses or disclosures we make of your health information beyond the above normal uses. If you believe that your personal health information was incorrectly disclosed, you may file a complaint with the Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F Washington, D.C. 20201. However, before filing a complaint, or for more information or assistance regarding your health information privacy, please contact the Owner of Collaborative Counseling, Naomi Doriott Larson, via phone at 763.210.9985 or via email at naomi@collaborativemn.com.

Contacting Your Therapist and Dealing with a Personal Crisis

The neuropsychologist is often not immediately available by phone because we do not answer the phone when in session with clients. Feel free to leave a voicemail. We will make every effort to return your call as soon as possible (within 24-48 hours Monday through Friday) but no longer than 5 business days. If you are difficult to reach, please leave times when you will be available. If you want discretion used when calling you or leaving a message for you, please let us know in advance. If the neuropsychologist will be unavailable for an extended period of time you may contact the main office to be redirected.

Outpatient mental health services are consultative in nature; we are not equipped to handle emergencies. *Please call the National Suicide Prevention Hotline at 1-800-273-TALK (8255), 911 or go to the nearest hospital emergency room if you are in crisis.*

Phone consultations with clients, or parents of clients, during or after business hours, are not a part of the services we are able to offer at Collaborative Counseling. If you have scheduling concerns, please contact the main office (763.210.9966). If you have other questions or concerns between appointments, please write them down and bring them to your next appointment so that we might discuss them. Phone consultations with prescribing physicians, school districts, and other collaborative services are always available free of charge for our clients, with your signed authorization for release of confidential information.

Electronic Communication/Data Storage

Electronic communication (email, texting, cell phone communication) is a common way of exchanging information. Although electronic communications expedite communication and add convenience, it is very important to be aware that email, text, and cell phone communication can be accessed relatively easily by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. Given these concerns, Collaborative Counseling cannot ensure the security or privacy of

information exchanged via text or email. You should also know that any email or text messages the neuropsychologist receives from you and any response sent back to you may become a part of your medical record and may be revealed if your records are summoned by a legal entity. Please notify the neuropsychologist if you decide to avoid or limit, in any way, the use of emails, cell phones SMS (text), faxes, or storage of confidential information on computers. If you communicate confidential or private information via SMS (text) or email, we will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and the neuropsychologist and our clinic will honor your desire to communicate on such matters via email or text messaging.

Please do not use email or faxes for emergencies or to communicate about assessment results. Due to computer or network problems, emails may not be deliverable, and the neuro psychologist may not check emails or faxes daily. We prefer to use email to arrange or modify appointments only. If email communication outside of scheduled appointments requires more than 5 minutes to read and respond to, we may charge for professional services rendered in 15-minute increments. Please indicate if you intend to pay these charges, or we will save the email communication for review during your appointment time.

Emails and data on computers may not be encrypted, it is always possible that faxes can be sent erroneously to the wrong address, and computers, including laptops, may be stolen. Our computers are equipped with a firewall, virus protection and passwords, and we also password-protect and back up all confidential information from computers (stored off-site) on a regular basis.

Interaction with Your Therapist in Public Places

If one of our staff, including the neuropsychologist, happens to see you outside of our counseling office setting in the public, we will only acknowledge you if you greet or acknowledge us. This is to respect your confidentiality.

Social Media Policy

Please note that Collaborative Counseling is on various social media websites as a way to market the services we offer. To protect your confidentiality Collaborative Counseling encourages you to consider the public nature of social media before liking, fanning or following our social media postings. Messaging on social networking sites such as Twitter, Facebook, Google+, or LinkedIn is not secure. It could compromise the confidentiality of the psychologist/client relationship to use wall postings, @replies, or other means of engaging with Collaborative Counseling or the neuropsychologist online. It may also create the possibility that these exchanges may be documented and become a part of your legal/medical record and will need to be documented. If you have questions, please contact the neuropsychologist or our clinic administrator who can help clarify questions you may have.

Financial Responsibility

Most health insurance plans include behavioral health coverage; however, exact coverage varies widely between different health insurance plans. Clients are responsible for services which are received and not covered by insurance. Therefore, we strongly recommend that you call your insurance company to verify your coverage. When you call your insurance company, ask to verify your coverage for outpatient neuropsychological evaluation. It is also your responsibility to keep us up-to-date with any changes in your benefit plan and/or insurance coverage. We understand that insurance is tricky, but we are not responsible for verification of your insurance benefits and we cannot be held responsible for insurance coverage denials.

Cancellation Policy

We understand that situations may arise which necessitate rescheduling of your appointment. However, since neuropsychological evaluations are typically scheduled for a full day, the neuropsychologist's schedule is usually booked for several weeks in advance. Given this, the neuropsychologist maintains a wait list which permits other clients to get an earlier appointment if openings in the schedule occur because of cancellations. It is important for

you to provide as much notice as possible if you need to cancel your testing appointment. Late cancellations made less than 24 hours prior to your scheduled testing session will incur a \$75 late cancellation fee. This is not billable to most insurance companies. Kindly phone us with cancellations as soon as possible to avoid late cancellation fees, and out of respect to others who may need that appointment time.

Assessment and Treatment of Minors

Informed Consent for Evaluation: Assessment and treatment of children and adolescents is best done with the involvement of their caregivers. Children with unmarried or divorced parents typically benefit from regular contact with both parents, unless it can be shown that this contact threatens the child's safety or mental health. In cases where there is joint (split) legal custody between parents or in which there are guardians who are not married or cohabitating, we require the consent of both parents to proceed with neuropsychological assessment. We will not proceed with assessment if one parent is unwilling to consent.

Assessment and therapy are confidential, but not secret. Parents are entitled to understand the nature of their child's problems, methods of assessment, and treatment recommendations. Both parents have right of access to medical or mental health treatment records, regardless of custody, unless the custodial parent provides us with a court order limiting access or communication. Minnesota/Wisconsin state laws establish strict confidentiality of client mental health records to permit free discussion of personal concerns, which at times might involve relationships with a parent. Review of all information conveyed by a child to the psychologist and documented in the child's mental health record is rarely in a child's best interests as it may be limiting to the psychologist's ability to fully address all of the child's concerns/problems. Prior to the assessment, the neuropsychologist will discuss with parents their level of comfort with disclosure of information conveyed by the child. Parents are encouraged to consult with the psychologist to gain an understanding of major findings which are based on all information gathered during the assessment.

Assessment Results/Treatment Planning: The understanding of a child's cognitive and emotional status can be very helpful to parents, teachers, physicians, and others who are involved in a child's care. Given this, review of assessment results with the child's parents can be helpful in developing a different perspective on a child's behavior and in identifying treatments and resources which can be helpful in addressing the child's unique needs. Primary goals of assessment are diagnosis and treatment planning for the child. Assessment is not meant to settle disagreements between parents about the nature of a child's problems or to yield information relevant to custody issues. It is often helpful for information based on results of the evaluation to be shared with others who are involved in a child's medical care, psychological treatment, or academic planning. Decisions about whether this would be beneficial for a child will be made during a review of assessment results with the child's parents or legal guardians.

Information included in the neuropsychological evaluation report is limited to information deemed to be directly relevant to diagnosis and treatment planning. However, it is important to note that records related to a child's neuropsychological assessment, including documentation of communications about the child by either parent or other interested parties, are maintained in the child's file and may thus become the subject of legal requests or may be disclosed to both custodial and non-custodial parents if included in the report because of relevance to diagnosis and treatment planning.

Declining or Terminating an Assessment

Neuropsychological evaluations are designed to provide objective information about a client's cognitive and emotional functioning and are most helpful for diagnosis and treatment planning when there exists a reasonable basis to believe, based on clinical history, symptom presentation, or medical diagnosis, that deficits in cognitive and/or emotional functioning may be limiting to adaptive function. The neuropsychologist reviews information from referral sources to determine whether these criteria are met prior to scheduling an intake interview or testing. The neuropsychologist reserves the right to refuse accepting a client for evaluation at her discretion. Examples of situations which may result in declining to proceed with an assessment referral include, but may not be limited to the absence of a clinical history suggesting potential benefit of neuropsychological evaluation,

conflicts of interest, language barriers, the neuropsychologist's lack of specific expertise with the special needs of a client population, or client behavior deemed to be threatening. In these cases, an attempt will be made to locate other qualified providers. The neuropsychologist also reserves the right to terminate an evaluation if client lack of cooperation/task engagement is perceived to be limiting to the quality of data collection or if client circumstances/desires are deemed to be limiting to providing continuity of care following assessment.

Telemedicine/Telehealth Neuropsychological/Psychological Evaluation Services

Telemedicine (telepsychology) includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of protected health information, and education using synchronous or asynchronous audio, video, or data communications. Neuropsychological evaluation is designed to: (1) identify a person's cognitive strengths/weaknesses when referenced to others of similar age, (2) use information derived from assessment of cognitive and emotional function to identify functional changes typically noted in neurological or psychiatric problems, and (3) make treatment recommendations based on this knowledge. As such, the typical neuropsychological evaluation involves variable amounts of testing, done during an in-person session. However, more limited evaluations can be conducted via telemedicine, when necessary, if limitations/constraints of this mode of professional service delivery are fully understood and adhered to. Telemedicine neuropsychological/psychological assessment services will be offered only during the COVID-19 health crisis.

Risks Associated with Telemedicine Service Delivery: There are privacy and security risks and consequences associated with telemedicine despite the policies and procedures put in place to guard against them. The risks and consequences include, but are not limited to, interrupted or distorted transmission of data or information due to technical failures and access or interception of your protected health information by unauthorized persons.

Telemedicine services may not be as effective as in person services. The neuropsychologist will review information obtained during a telemedicine interview with you and information that the referring physician, therapist, or agency provides to decide whether a brief assessment via telemedicine would be appropriate to address your concerns and that of the referral source. If a lengthier evaluation would be more appropriate, the neuropsychologist will schedule this testing session when it is medically safe to do so.

Although neuropsychological assessment differs from psychotherapy in that the relationship between you and the neuropsychologist is limited in duration and not meant to develop a psychotherapeutic relationship, people who are referred for assessment are often experiencing significant emotional distress. Assessing and evaluating threats and other emergencies can be more difficult when conducting telemedicine than in traditional in-person assessment/therapy. To address some of these difficulties, we will create an emergency plan before engaging in telemedicine services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation.

Procedural Controls During a Telemedicine Session:

Identity Verification: You may be expected to provide a copy of your driver's license or other identity-verifying documentation by the neuropsychologist before any healthcare services are provided.

Privacy and Security of Communication: All electronic communications between you and the neuropsychologist will be transmitted using reasonable measures to ensure confidentiality. You will be responsible for securing and protecting the functionality, integrity, and privacy of your electronic device (computer, tablet, etc.), files, and communications. Password protection for accessing your hardware and files is recommended. If others access the same computer there always exists a concern about a potential security breach (e.g., there exist programs that can copy every keystroke you make). You should schedule a session with the neuropsychologist at times and in places where you can ensure the greatest level of privacy for all communications. You should also be sure to fully exit and close all programs at the end of your session. If there is another individual present for all or part of your session when you are using telemedicine communications, you explicitly waive confidentiality. The extent of confidentiality and the exceptions to confidentiality that I reviewed when discussing in-person service delivery also apply to telemedicine sessions.

Communication Interruptions: If you are unable to connect with the telemedicine platform or are disconnected during a session due to technological breakdown, please try to reconnect within 5 minutes. If reconnection is not possible, Collaborative Counseling can be reached at the following phone number ((763) 210-9966).

Audio and Video Recordings: If testing is done via telemedicine, the neuropsychologist will record your responses to test questions/stimuli, just as s/he would during an in-person test session. Test manuals, documents containing test questions/instructions, and orally presented test questions/instructions are protected by intellectual property and copyright law and can only be released under very specific circumstances and in a manner consistent with specific guidelines. By providing written informed consent for a telemedicine session, you agree that you will not record in any manner (written, audio, video) content conveyed during your test session. You also acknowledge that the neuropsychologist objects to you recording any part of an intake interview or test review session without written consent and you expressly agree that you will not record interactions with the neuropsychologist during intake interview or test review sessions unless you and the neuropsychologist mutually agree in writing that the session may be recorded.

Client Bill of Rights

As a consumer of mental health services, you have the right to:

- 1) expect that the provider has met the minimal qualifications of training and experience required by state law;
- 2) examine public records maintained by the Wisconsin Department of Safety and Professional Services that contain the credentials of the provider;
- 3) obtain a copy of the Rules of Conduct from Minnesota's Bookstore, Department of Administration, 660 Olive Street, St. Paul, MN 55155, or its current location;(if in Wisconsin, you can find these rules at: <https://www.dhs.wisconsin.gov/clientrights/intro.htm>)
- 4) report complaints to the State of Wisconsin Department of Safety & Professional Services
- 5) be informed of the cost of professional services before receiving the services;
- 6) privacy as defined and limited by rule and law;
- 7) be free from being the object of unlawful discrimination while receiving counseling services; have access to your records [For MN as provided in part 2150.7520, subpart 1, and Minnesota Statutes, section 144.292, except as otherwise provided by law; For WI as provided in Wis. Stat. § 51.30];
- 8) be free from exploitation for the benefit or advantage of the provider;
- 9) terminate services at any time, except as otherwise provided by law or court order.

Rates

| Billing Code | Service | Length of Visit | Fee for Service |
|---------------------|----------------------------------------------|------------------------|------------------------|
| 90791 | Intake | 45-50 minutes | \$275 |
| 90832 | Psychotherapy 30 minutes | 16-37 minutes | \$100 |
| 90834 | Psychotherapy 45 minutes | 38-52 minutes | \$175 |
| 90837 | Psychotherapy 60 minutes | 53 minutes plus | \$225 |
| 90847/90846 | Family/Couple Therapy | 45-50 minutes | \$175 |
| 90785 | Interactive Complexity (add-on) | n/a | \$100 |
| 90839/90840 | Psychotherapy for Crisis | Add 60/30 minutes | \$200/\$100 |
| 90853/90849 | Group Therapy | 60-90 minutes | \$100/\$250 |
| 96150-96154 | Health/Behavior Assessment | 15 minute units | \$50/unit |
| H2019 | DBT Group Therapy | 15 minute units | \$50/unit |
| 96130-96139 | Psychological and Neuropsychological Testing | 60 minutes | \$225 |
| 96116/96121 | Neurobehavioral Status Examination | 60 minutes | \$200 |
| 90887 | Feedback Review of Assessment | 60 minutes | \$200 |
| 97532 | Cognitive Rehabilitation | 15 minute units | \$50/unit |
| Billed to client | Phone Calls, Letters, Emails or Reports | 15 minute units | \$50/unit |
| Billed to client | Court Appearances or any legal request | Varies | \$350 per hour |
| Billed to client | Late Cancel or No Show | n/a | \$75 |