

Soffer & Associates
240 Central Park South, 8C
New York, NY 10019

Psychological Assessment Service Agreement

This document (the Agreement) contains important information about Soffer & Associates' professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of assessment, 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 assessment, 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. HIPAA requires that we obtain your signature acknowledging that we have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully before your/your child's first appointment. We can discuss and answer any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between you and Soffer & Associates. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us 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.

PSYCHOLOGICAL ASSESSMENT

Psychological assessments are completed for a variety of reasons, including but not limited to diagnostic clarification, qualification for services or accommodations (e.g., special education services, disability services, elective surgeries, accommodations at school or work), treatment recommendations, and qualification for employment. A psychological assessment is intended to provide information in response to a specific question or questions regarding behavioral, psychological, cognitive, or emotional functioning. Psychologists and supervised psychology trainees conducting psychological assessments use standardized, empirically validated tools and measures designed to aid in answering the referral question(s). The types of tools and measures

used in your/your child's assessment may include: (1) cognitive tests that assess overall intellectual functioning and cognitive strengths/weaknesses in the areas of verbal comprehension, working memory, perceptual reasoning, and processing speed; (2) memory tests that assess different areas and types of memory (e.g., auditory, visual, immediate, delayed, and working memory); (3) attention and executive functioning tests that assess visual and auditory attention, planning, initiation, inhibition and self-regulation, flexibility in problem solving, abstract reasoning, and attention-shifting; (4) verbal and non-verbal learning tests; (5) achievement tests that assess ability and performance in a range of academic areas (e.g., writing, reading, mathematics); (6) rating scales completed by you, your child, and/or your child's teachers that assess behavioral, psychological, and emotional functioning in a variety of settings (e.g., home, school); (7) self-report inventories of psychological symptoms, behaviors, and personality traits and tendencies completed by you/your child; and (8) projective tests that assess self-concept, personality, interpersonal functioning, and emotional functioning. Psychologists and supervised psychology trainees completing psychological assessments may also interview you, your child, and your/your child's family members, teachers, physicians, and other healthcare/mental health providers (upon receipt of your written consent) to gather information regarding developmental history and past/current functioning. Review of available and relevant academic, vocational, medical, and psychiatric records is an important component of psychological assessment, as well.

After the assessment is completed, the psychologist, or psychology trainee and his/her supervising psychologist, prepares a written report documenting your/your child's test performance, integrating test performance with information obtained from interviews and record reviews, and providing diagnostic impressions and (if applicable) recommendations regarding treatment and interventions. A feedback session during which the psychologist, or psychology trainee and his/her supervising psychologist, explain their findings and recommendations is also an integral part of the assessment process. The assessment may include consultation with teachers, schools, employers, medical and psychiatric providers.

Psychological assessment has benefits and risks. Benefits of psychological assessment include: (1) providing a better understanding of your/your child's symptoms, behavior, emotions, cognitive strengths and weaknesses, and learning style; (2) identifying treatment targets and areas for intervention; (3) formulating individually tailored treatments and interventions; and (4) providing

evidence and documentation in support of applications for services, accommodations, or employment. Risks of psychological assessment include fatigue, frustration, and anxiety during the assessment process. It is also possible that the results of the assessment are disappointing, discouraging, or unhelpful in that they do not align with your/your child's expectations or do not provide evidence in support of applications for services, accommodations, or employment. Although assessment results are often useful for families, schools, and treatment providers, we cannot predict if you/your child will meet criteria for a particular diagnosis and there is no guarantee that you/your child will qualify for services, accommodations, or employment.

MEETINGS

The number and length of in-person meetings required to complete a psychological assessment depends on the nature and purpose of the assessment and the characteristics and your/your child needs. Some assessments may be completed in one meeting, whereas others may require multiple meetings. Virtual or telephonic meetings may also be incorporated into the assessment process when appropriate.

All assessments begin with a complementary telephone consultation to discuss your/your child's assessment needs. After the consultation, we will develop a plan for the assessment and collaborate with you in creating a meeting schedule. This schedule typically includes an initial one-hour consultation session and then one or more subsequent testing sessions.

SUPERVISION OF MINORS

For children under the age of 18, a parent or legal guardian is responsible for ensuring the patient's safety. Parents and legal guardians agree to remain on the premises at all times.

PROVISION OF REPORT AND FEEDBACK

We will provide you with a written report documenting our findings. At this time, we will schedule a virtual or telephonic meeting to provide you and/or your child with feedback regarding our findings and answer any questions you may have about the assessment.

FEES

The cost of a psychological assessment depends on the nature and purpose of the assessment. Addendum A to this Agreement includes our proposed fee estimate for your assessment, based on the information you have provided to us. If new information becomes available to us which is relevant to the nature and purpose of your assessment, and alters our engagement, we may revise your estimate and seek your consent to proceed.

Prior to beginning formal testing, we may schedule an initial one-hour consultation session. Formal testing will begin shortly thereafter. One week prior to the first testing session, one-half (50%) of the proposed fee estimate is due. This deposit may be paid via credit card, Venmo, or personal check. If the deposit is not paid prior to when testing is scheduled to begin, the first testing session will be postponed until payment is received. The remaining balance is due at the time we provide you with a written report. We reserve the right to withhold the written report until the rest of the assessment fee is paid.

Formal testing sessions often last an entire day or more in duration. Due to the intensive nature of psychological assessment and the time commitment involved, our clinicians always reserve the entire day for you/your child and the assessment process. Because of this, we have a one-week (i.e., 7-day) cancellation policy. If you have to cancel your assessment within the 7-day cancellation period, you will be subject to a cancellation fee that is equivalent to 30% of the proposed fee estimate. Additionally, if you need to reschedule your assessment to a later date, you must do so at least one week (i.e., 7 days) prior to the date of the scheduled assessment. If you reschedule within the 7-day period, you will be subject to a rescheduling fee of \$300. Furthermore, if your delayed payment of the deposit results in the need to postpone your assessment, you will be subject to the rescheduling fee.

If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$275.00 per hour for preparation, transportation to, and attendance at any legal proceeding. You will also be liable for any legal fees we incur as a result of our legal involvement.

If your account has not been paid for more than 60 days after your fees came due and we have not agreed upon alternative arrangements for payment of your overdue fees, we have the option of using legal action to obtain payment. This may involve hiring a collection agency or pursuing recovery in small claims court, which will require us to disclose confidential information. In most situations, this information includes your name, the nature of the services we provided you, and the amount due. If legal action is necessary, the costs we incur in pursuing legal action will be included in our claim against you.

INSURANCE REIMBURSEMENT

Some insurance policies provide reimbursement for psychological assessment services. We will provide you with reasonable assistance and documentation to help you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is very 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.

You should also be aware that your contract with your health insurance company requires that we provide information relevant to the services that we provide to you. Sometimes, we are required to provide clinical information, such as copies of your entire clinical record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their possession. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree and consent that we can provide requested information to your carrier.

CONTACTING US

Due to our work schedules, we are often not immediately available by telephone. When we are unavailable, our telephones are answered by private voicemail that we monitor frequently. We will

make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform us of times when you will be available. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary. In emergencies, call 911 or go to the nearest emergency room and ask for the psychologist or psychiatrist on call. Please be sure to leave us a message about the emergency.

E-MAIL POLICY

We prefer to use e-mail only to arrange or modify appointments. Please do not e-mail us content related to your/your child's assessment, as e-mail is not completely secure or confidential. If you choose to communicate with us by e-mail, be aware that all e-mails are retained in the logs of your and our Internet and email service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. Even if your and our Internet and email service providers make best effort to secure such logs, it is possible that such logs may be accessed by individuals or organizations without our or your permission, and any information contained in such logs may be widely disseminated by such individuals or organizations for unauthorized or illegal purpose. You should also know that any e-mail we receive from you and any responses that we send you will be kept in your clinical record.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, we can only release information about your/your child 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:

- We may occasionally find it helpful to consult other health and mental health professionals about your/your child's case. During a consultation, we make every effort to avoid revealing your/your child's identity. The other professionals are also legally bound to keep the information confidential. If you do not object, we will not tell you about these consultations unless we feel that it is important to the assessment. We will note all

consultations in your/your child's clinical record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where we are permitted or required to disclose information without either your consent or authorization:

- If you/your child are involved in a court proceeding and a request is made for information concerning the professional services that we provided you, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your 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 me to disclose information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If you file a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If we are providing assessment of conditions directly related to a worker's compensation claim, and the assessment was requested and paid for by the Worker's Compensation Board, we may have to submit such records, upon appropriate request, to the Chairman of the Worker's Compensation Board on such forms and at such times as the Chairman may require. If we are providing assessment of conditions directly related to a worker's compensation claim, and the assessment was requested and paid for by you, we can, upon your provision of written consent, submit records to the Chairman of the Worker's Compensation Board on such forms and at such times as you and/or the Chairman may request.

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

- If we receive information in our professional capacity from a child or the parents or guardian or other custodian of a child that gives us reasonable cause to suspect that a child is an abused or neglected, the law requires that we report this to the appropriate governmental agency, usually the statewide central register of child abuse and maltreatment, or the local child protective services office. Once such a report is filed, we may be required to provide additional information.
- If a patient communicates an immediate threat of serious physical harm to an identifiable victim, we may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

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

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep PHI about you/your child in your clinical record. Except in unusual circumstances that involve danger to yourself and/or others, or where information has been supplied to me confidentially by others, you may examine and/or receive a copy of your/your child's clinical record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a copying fee of 50 cents per page (and for certain other expenses). If we refuse

your request for access to your records, you have a right to review, which we will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your/your child’s Clinical Records and disclosures of protected health information. These rights include requesting that we amend your/your child’s record; requesting restrictions on what information from your/your child’s Clinical Records is disclosed to others; requesting an accounting of most disclosures of PHI that you have neither consented to 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 attached Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

MINORS AND PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child’s clinical record.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE INFORMATION IN THIS DOCUMENT AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP.

Signature of Patient or Patient’s Personal Representative, if applicable

Name of Patient or Patient’s Personal Representative, if applicable

Description of Authority of Patient’s Personal Representative, if applicable

Date

Addendum A
FEE ESTIMATE

Scope of Assessment

1	Initial Evaluation	\$350
2	Assessment	

Exclusions:

Estimated Fees*:

* If you elect to expand scope of assessment or change the nature and purpose of the assessment, fee estimate will be adjusted accordingly. Actual fees may be higher than the estimated amount. We will discuss any such increase with you and seek your written consent to proceed.