



## **Forward Thinking Assessment**

Comprehensive • Individualized • Collaborative

### **Service Agreement**

Thank you for making the decision to work with our practice. This document contains important information about our professional services and business policies. Please read it carefully and discuss with us any questions or concerns you might have. When you sign this document, it will represent an agreement between us.

#### **Practice Structure and Credentials**

Forward Thinking Assessment LLC is an independent practice and is not affiliated with any other providers or institutions. Dr. Dunning holds a doctoral degree in Clinical Psychology from Loyola University Maryland and is a Licensed Psychologist (#4498) in Maryland. Dr. Nail holds a doctoral degree in Human Services Psychology (Clinical Psychology) from University of Maryland, Baltimore County, and is a Licensed Psychologist (#5974) in Maryland.

#### **Assessment Services**

A comprehensive psycho-educational assessment can provide valuable information about an individual's strengths and weaknesses, yield diagnostic information, and lead to recommendations for educational and/or treatment planning. The process of assessment often has significant benefits, and most people find it to be a helpful experience. More specifically, the information provided by a comprehensive evaluation can inform treatment planning and develop educational interventions that are tailored to the individual. It often promotes increased understanding of your child and/or self-understanding, and can assist with advocacy efforts if indicated. Risks of assessment are minimal, but can include identification of specific areas of weakness as well as diagnosis of a psychological disorder, which may be uncomfortable for some people. Should you or your child experience any discomfort during the assessment process, please notify us so that we can address this with you.

The process of assessment includes three types of face-to-face interactions: an intake interview, the testing session(s), and a feedback session. During the intake interview, we will discuss your concerns and gather relevant background information to help us develop a battery of tests to address your specific questions. We may also review prior records and communicate with other professionals involved in client care (with your written authorization). Testing is usually completed in two sessions on separate days, but occasionally we may decide that three shorter sessions are more appropriate. During the feedback session, we review the results of the evaluation with parents or guardians, make recommendations, and answer any questions you may have. This feedback session is typically scheduled within two to three weeks of completion of all testing procedures and receipt of additional materials. Following the feedback session, you will be provided with a written report summarizing the testing results and recommendations (generally provided within an additional two weeks). Please be aware that we do *not* provide assessment services for custody evaluations, forensic issues, or other court proceedings.

### Payment and Cancellation Policies

The fee for a comprehensive assessment is \$3500; this includes an intake session, test administration, test scoring and interpretation, one feedback session for parents, and the written report. Additional services, such as second feedback sessions for children/adolescents or attendance at school meetings, may be available upon request and *additional fees will apply*. Occasionally, a shorter testing battery may be appropriate depending on the referral question or tests requested. In such cases, fees will be discussed and set ahead of time. In the event that you or we determine that the testing process should be terminated before completion, you will be charged an hourly fee of \$200 for services already provided. Please note that if an assessment is terminated prematurely, it may not be possible to provide feedback regarding results.

In the event that you become involved in legal proceedings that require our participation, you will be expected to pay for all aspects of our professional time even if we are called to testify by another party. Due to the difficulty of legal involvement, we charge \$350 per hour with a retainer of \$3500 for preparation for and attendance at any legal proceeding.

Your appointment times are reserved specifically for you. Given that we set aside a large amount of time for each assessment, we require a nonrefundable deposit of \$500 at the time of scheduling. This amount will be applied toward the full fee but is **nonrefundable** in the event of cancellation. A check for the deposit is due to the office within one week of scheduling in order to confirm your intake and assessment dates. We require that the balance of the assessment fee, \$3000, be paid in full at the first testing session. Please be aware that the report will not be written until fees are paid in full.

We require that deposits be paid by check (made out to Forward Thinking Assessment). Payment for the balance can be made by check, cash, or credit card (all major cards accepted). We are not members of any managed care plans and are therefore considered out-of-network providers for all insurance companies. We do not accept insurance as a form of payment; however, we will provide you with a detailed receipt when fees are paid in full and after all services have been completed. You may choose to submit this receipt to your insurance company, which may then reimburse you according to your plan. There is a great deal of variability in coverage and reimbursement policies for psychological and educational testing, and *no amount of reimbursement can be guaranteed*. In addition, some insurance companies require pre-authorization for psychological testing. Please be aware that we do not communicate directly with insurance companies. You are responsible for knowing and following the requirements of your insurance plan, as well as providing your insurance company with any and all information requested for reimbursement. If your insurance company requires additional information from us after you submit a claim and you are unable to provide it, we require that you notify us of this request as soon as possible. Please be aware that you are responsible for the full amount of our fees independent of any reimbursement from your insurance company.

In the event that you must cancel or reschedule an appointment for any reason, please give a *minimum* of 24 hours notice. Also, please contact us by both telephone and email if this is the case; email is not sufficient for cancellation. We reserve the right to charge an additional cancellation fee of \$100 for any appointment that is missed without appropriate notice. We do

understand that emergency situations and illnesses do occasionally arise, in which case exceptions to this policy may be made at our discretion. In the event of patient illness with less than 24 hours notice, the fee will be waived provided that the appointment is rescheduled and attended.

Please be aware that returned checks will be subject to a \$25 fee. If you have an outstanding balance that has not been paid in a timely way and payment arrangements have not been agreed upon, we have the option of using legal means to secure the payment. This could involve hiring a collections agency or going through small claims court. Should such action become necessary, its costs will be included in the claim. In most collection situations, the only information released would be a patient's name, the nature of services provided, and the amount due.

### **No Surprises Act**

The federal No Surprises Act became effective on January 1, 2022. In effect, the law is designed to protect clients from unexpected medical bills or balance billing. While it is unclear as to whether those regulations apply to practice such as ours, we certainly encourage you to approach us with any questions about our billing practices. We believe in transparency regarding our fees, which are specifically outlined above.

### **Contacting Us**

Telephone is the best way to contact us, but please be aware that we do not answer calls when we are in session. When we are unavailable, our telephones are answered by voicemail that we monitor frequently. We will make every effort to return your call within two business days; however, we cannot guarantee that we will always be able to do so. If you are unable to reach us and feel that you cannot wait for us to return your call, you are advised to contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call.

We are willing to use email to communicate with you with your permission. We make every effort to protect your privacy by encrypting our emails using Paubox, a secure and HIPAA compliant email system that encrypts both inbound and outbound messages. In addition to communicating regarding scheduling, use of this system allows us to send clinical information via email if you choose to use this format. However, please be aware that we cannot personally guarantee the security of any email system, and your decision to use email indicates your understanding of this limitation.

### **Confidentiality**

Your privacy and confidentiality are of utmost importance to us. In general, the privacy of all communications between a psychologist and patient is protected by law, and we can only release information about a client with your written permission. However, there are a few exceptions to this rule. In the event that we do release confidential information, we will make all reasonable attempts to discuss this with you before we proceed. In the following situations, no authorization is required:

- In most legal proceedings, you have the right to prevent us from providing any information about an evaluation. However, in proceedings involving custody or those in which the client's emotional condition is an important issue, a judge may order our

testimony if he or she determines that the issues demand it. If you choose to include your child's mental or emotional status as part of a court proceeding, understand that by doing so, you waive your privilege of confidentiality. If you are involved in or considering litigation, you are encouraged to consult with your attorney to discuss these issues in more depth.

- If a government agency is requesting information for health oversight activities, we may be required to provide it.
- If a patient or patient's parent/guardian files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.

There are also some situations in which we are legally obligated to take action that we believe is necessary to attempt to protect your child or others from harm. In these situations, we may have to reveal some information about your child's evaluation. They include:

- If we have reason to suspect child abuse or neglect, we are mandated to notify the appropriate authorities.
- If we have reason to suspect abuse or neglect (including self-neglect) of a vulnerable adult, we are obligated to notify the appropriate authorities.
- If we have reason to believe that a client may seriously harm him/herself or another person, we must take protective action to attempt to ensure the safety of the client or others. This may include informing family members of the threat, warning an intended victim, notifying the police, or seeking hospitalization.

If you submit your bill to your insurance company for reimbursement, they require that we provide a clinical diagnosis and may also request additional information.

In some cases, we may find it helpful or necessary to consult with another professional. During a consultation, we would make every effort to protect the client's identity. Please be aware that other professionals are also legally and ethically bound to keep this information confidential.

Please be aware that we do not engage in relationships through social media with current or former clients. Should we meet by chance in public, we will not approach you in order to protect your confidentiality and will acknowledge you only if you approach us first.

### **Minors**

The law may allow parents to examine and obtain copies of their child's records, including evaluation, for patients who are under the age of 18 and are not emancipated. In addition, records regarding minors who are 16 or 17 years of age and seek evaluation without their parents' consent may be released to their parents according to our professional judgment. We understand and value privacy; however, parental involvement is typically very important in the assessment process. As a result, we typically request an agreement from minor patients and their parents that allows us to use our professional judgment in deciding what information to share with parents and include in the assessment report. Should a situation arise in which we believe information should be shared with the parent, we will explain this to the minor patient and give him/her the choice to be involved in the discussion.

**Professional Records**

The laws and standards of our profession require that we keep Protected Health Information (PHI) about clients in their Clinical Record. You will receive a copy of the assessment report, which contains a thorough analysis of the data. You have the right to examine or request a copy of your Clinical Record if you request it in writing. As these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that records be reviewed in our presence, or that they be forwarded to another qualified mental health professional so that your questions can be appropriately addressed. In most circumstances, we are allowed to charge a small fee to cover copying and mailing expenses. Maryland law requires us to retain records for 6 years for adult clients; for minor clients, records will be retained until 3 years past the age of majority or 5 years after the record is made, whichever is later.

**Client Rights**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of Protected Health Information (PHI). 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 PHI that you have neither consented to nor authorized; determining the location to which 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. Should you have any questions, we are happy to discuss any of these rights with you.

**Regulatory Agency**

The Maryland Board of Examiners of Psychologists is the regulatory agency that licenses individuals for the practice of psychology in Maryland. The Board of Examiners also investigates and acts upon complaints against licensed psychologists. Any questions, concerns, or complaints regarding our services may be directed to the Maryland State Board of Examiners of Psychologists at 4201 Patterson Avenue, Baltimore, MD 21215.

**COVID-19 Information**

The following information relates to our joint decision to participate in in-person services in light of current circumstances surrounding the COVID-19 pandemic. Given the ever-changing nature of the guidelines around COVID-19, the most current information about our office's requirements can be gathered through discussion with your clinician at the time of your intake session. While we are willing to honor individual preferences to the extent possible, please be advised that our office will continue to follow any state or county-imposed mask mandates or other requirements should they arise.

Currently, our practice is offering the option of telehealth or in-person meetings for parent intakes and feedback sessions. Please be advised that insurance companies vary in their policies regarding reimbursement for telehealth sessions.

We also ask that if your child is exhibiting any symptoms of illness (even those that are not likely to be related to COVID-19), you contact us to reschedule the appointments. In addition to

prioritizing the health of all our clients and staff, it is also important to recognize that it is unlikely that we can obtain the most valid assessment results when a client is not feeling well.

**Consent**

Please initial on each line below to acknowledge that you understand and agree to the following:

\_\_\_\_\_ I have been informed of and understand the nature of the assessment services to be provided. I have been given access to the Notice of Privacy Practices, and I have been informed of the limits to confidentiality.

\_\_\_\_\_ I understand that the fee for comprehensive assessment is \$3500 and includes one intake session, all testing sessions, and one feedback session. Additional services, such as second feedback sessions for adolescents or attendance at school meetings, are not covered by this fee and will incur additional charges. Any additional fees will be discussed with me before services are rendered.

\_\_\_\_\_ I understand and agree to the payment and cancellation policies outlined in this document. I accept full responsibility for all fees incurred in receiving professional services from Forward Thinking Assessment LLC and agree to pay those fees in full and on time.

\_\_\_\_\_ I understand that Forward Thinking Assessment LLC is out of network with all insurance companies and that no amount of reimbursement can be guaranteed. I recognize that my clinician is not responsible for communicating with my insurance company and that it is my responsibility to directly notify my clinician of any requests for additional information if I choose to submit a claim.

\_\_\_\_\_ I agree to notify my clinician and reschedule my child’s appointment in the event of *any* symptoms of illness, as it is unlikely that valid results will be obtained if my child is not feeling well.

Please select one of the following:

I agree to receive the report in PDF format via encrypted email.

I do not agree to receive the report by email.

Your signature below indicates that you have read the information in this agreement and agree to abide by its terms during our professional relationship.

Patient Name: \_\_\_\_\_

DOB: \_\_\_\_\_

\_\_\_\_\_  
Signature of responsible party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of responsible party

\_\_\_\_\_  
Relationship to patient