

INFORMATION AND AGREEMENT

This document contains important information about the professional services and business policies of Kyle Max Hancock, PhD, PC. Please read it carefully and note any questions you might have so we can discuss them. Your signature verifies this document as a legal and binding agreement between us.

PSYCHOLOGICAL SERVICES

Psychotherapy requires significant effort on your part, both during sessions and between sessions. Since therapy may involve discussing difficult aspects of your life, some sessions may be uncomfortable. Therapy can result in very positive outcomes. However, since many factors can affect the outcome of your therapy, success can't be guaranteed. What I offer is my best effort to help you achieve good results.

Therapy frequently involves a large commitment of time, money and energy. Within the first session or two, I'll be able to offer you my view of the problems and how we might best address them. If you have questions about treatment goals or procedures, please discuss them with me whenever they arise. If, after talking about your concerns, you're unsure of whether you want to proceed, I can help you set up an appointment with another therapist for a second opinion.

CONFIDENTIALITY

In general, law protects the privacy of all communications between a patient and a psychologist; I can only release information about our work to others with your permission, but there are a few exceptions, outlined below:

1. When a patient invites a spouse, family member or friend to attend therapy, she/he is extending the limits of confidentiality to include that person while that person is in session.
2. There are some situations in which I am legally obligated to take action to protect others from harm (such as reporting to appropriate agencies when someone has threatened serious bodily harm, a life is at risk, or when abuse or neglect is suspected). These actions may include notifying the potential victim, contacting family members or others that can help provide protection, contacting the police or seeking hospitalization for the patient. Such situations often require that I reveal some information about a patient's treatment.
3. When a child's welfare is involved or where a patient's emotional condition is a critically important issue, a judge may order my testimony if he/she determines that the issues demand it. Such an order has been exceptionally rare in my experience.
4. I associate with and collaborate with other behavioral health providers, all of whom are members of Mt. Logan Clinic, LLC. We are each independent of one another, yet we share office space, certain expenses, and administrative functions. It is important that you understand that I am completely independent in providing you with clinical services and I alone am fully responsible for those services. My professional records are separately maintained and no member of the group can have access to them without your specific, written permission. My support staff may have access to your medical chart and may have occasion to send or receive privileged information such as psychotherapy notes. They are the only ones, beside myself, who will have access to your medical records and they are bound by the same limits of confidentiality by which I am bound.
5. My support staff may have access to your medical chart and may occasionally send or receive privileged information such as psychotherapy notes, evaluations, and other written and/or verbal communications. All persons affiliated with Kyle Max Hancock, PhD, PC abide by the same limits and laws of confidentiality.

I am willing to discuss any questions you may have about confidentiality. You may also want to obtain formal legal advice because the laws governing confidentiality are quite complex and I'm not an attorney.

BILLING AND PAYMENT

1. If I am a paneled provider for a patient’s insurance company, I will accept the contracted maximum fee (MAF) as payment in full for services. The MAF is comprised of a co-pay (a per-session fixed amount for which the patient is responsible), or a co-insurance (a percentage of the MAF for which the patient is responsible) plus an amount or percentage the insurance company agrees to pay on behalf of the patient. For example, a patient may pay a \$25 co-pay at the time of a session and then insurance is billed for the remaining portion of the MAF. Or, a patient may pay a 20% co-pay at the time of service and the insurance is billed for the remaining 80% portion. As a courtesy service, my billing specialist, Carolyn, will bill the patients’ insurance. Please note, however, that payment for services received is ultimately the responsibility of the patient and if an insurance claim is not responded to or denied, patients are responsible for the cost of the service.

2. Co-pays and co-insurance payments: *both insurance companies and my policy require that co-pays and co-insurance payments be paid at the time of service (at check-in).* The co-pay/co-insurance amount due will be written on the super-bill slip patients sign at check-in. Patients’ total outstanding balance will also be noted on the super-bill with a brief description of charges. There is a \$10 service fee charged if patients choose to not pay the co-pay/co-insurance at the time of service. I will waive this fee if a patient brings in the co-pay/co-insurance payment within the same business day of the session. If a patient does not pay his/her co-pay/co-insurance for two successive sessions, no further appointments will be scheduled until the payment is made. Future sessions already scheduled may be cancelled until the payment is made.

3. Deductible: many patients have deductibles at the beginning of their new insurance year (usually in January, but July for some insurance companies). This means that the patient is entirely responsible for paying for the service until their deductible is met. Deductible amounts vary from plan to plan and are met by paying for any covered health services out of pocket (e.g., a \$500 deductible may be met by paying \$150 to a psychologist and \$350 to a family physician). After the deductible for the insurance year has been met, insurance companies are required to pay their portion of remaining health services received that insurance year. *When the new insurance year begins and deductibles are being met, co-payments/co-insurance payments are still due at the time of service. Patients will be informed at check-in of the estimated amount of the deductible charge and asked to pay at the time of service. If patients choose not to pay at the time of service, the amount will be billed in their monthly statement. Balances must be paid in a timely manner and not exceed a \$300 limit in order for treatment to continue uninterrupted. Patients are encouraged to educate themselves as to how their deductible works and plan ahead for this time of year when their out of pocket expenses will increase.*

4. Services and charges:

CPT	Purpose	Cost	Explanation
90791	Initial evaluation	\$200	This is a 45 min. initial appointment where paperwork is collected and a comprehensive diagnostic interview is conducted in order to form initial diagnostic impressions and begin treatment planning.
90832	Therapy	\$88	A 16-37 min. psychotherapy session.
90834	Therapy	\$131	A 38-52 min therapy session.
90837	Therapy	\$175	A 53-67 min. weekly therapy session length. If, for any reason, the insurance company does not cover this service, patients may still chose it, but will then be responsible for the 15 min. of additional service (e.g., we will bill for a 45-minute session and the patient pays and additional \$43.75 for the additional 15-minute service).

	Therapy	\$175	As of 2013, there is no longer a covered insurance code for per sessions that exceed one hour. These longer sessions (exceeding 67 min.), most often used for complex or highly emotional work (e.g., trauma work or urgent or crisis management sessions where a safety plan must be put in place), may still be selected, but patients are then responsible to pay for the additional service provided. For example, if the patient selects/receives a 90-minute session service, we will bill insurance for a 60-minute session (or a 45-minute session in cases where 60-minute sessions are not a covered service) and the patient pays out-of-pocket for the additional 30-minutes of service (\$87.50).
90846	Family therapy without patient present	\$131	A 45 min. session with the family member(s) of a patient when the focus of the session is the primary patient.
90847	Family therapy with patient present	\$131	A 45 min. session with the primary patient and any family member(s) when the focus of the session is the primary patient. Patients and their families may choose longer sessions (exceeding 45 min.), but are then responsible to pay for the additional service provided. For example, if the patient selects/receives a 75-minute session service, we will bill insurance for a 45-minute session and the patient pays out-of-pocket for the additional 30-minutes of service (\$87.50).
96100, 96101, 96103	Psychological testing	\$175	Includes diagnostic, intelligence/achievement, memory and personality testing (e.g., depression inventories, personality inventories, trauma assessments, eating disorder symptom severity assessments). Time charged includes administration, scoring, interpretation, and written and/or verbal feedback of results—including all time required to create a written report and/or obtain collaborative information from any sources.
90899a	Legal proceedings and agency meetings	\$175	This charge will be assessed for my involvement and participation in any legal proceedings of any kind and my involvement with any agency of any kind (excluding my practice). Services include, but are not limited to, involvement in court proceedings (including testifying), consulting with legal professionals, IEP meetings, 504 meetings, report creation for another agency, and any other meeting that takes place with another professional. If you become involved in legal proceedings that require my participation, you will be expected to pay for my time even if I am called to testify by another party. The amount of time required for court appearances and agency meetings tends to be unpredictable and often requires setting aside extra time. Thus, any and all preparation time for court and/or agency meetings is also charged to you as an expense. You will be responsible to pay for all of my time associated with my involvement in your care. If cumulative travel of more than 50 miles from my office is required, additional fees will apply.
90899b	Miscellaneous Charges (excluding legal)	\$150	These are any services provided by me that do not fit in the above-mentioned categories (e.g., writing letters, crisis calls, facilitating hospital or residential admissions, consulting with other providers, consulting with teachers/schools).

proceedings and agency meetings) Miscellaneous services less than 10 min. may be provided as a courtesy; billing will typically occur in 10-minute increments. Often, these services are not covered by insurance plans, in which case the patient will be billed directly. If insurance does offer coverage, Carolyn will send in a claim and the patient will be responsible for his/her portion.

5. Self-Pay Patient Rates: patients who do not have insurance or do not use their insurance will be offered a courtesy discount of 25% outlined below:

CPT	Purpose	Cost	Self-Pay Rate
90791	Initial evaluation	\$200	\$150
90832	Therapy	\$88	\$66
90834	Therapy	\$131	\$98
90837	Therapy	\$175	\$131
	Therapy	\$175 per hour	\$131 per hour
90846	Family therapy without patient present	\$131	\$98
90847	Family therapy with patient present	\$131	\$98
96100, 96101, 96103	Psychological testing	\$175 per hour	\$131 per hour
90899a	Legal proceedings and agency meetings	\$175 per hour	\$131 per hour
90899b	Miscellaneous Charges (excluding legal proceedings and agency meetings)	\$150 per hour	\$112.50 per hour

6. No-Show Fees: when patients fail to present for an appointment without calling to cancel a minimum of 24 hours prior to their scheduled appointment (unless in cases of sudden illness or emergency), they will be charged a fee of \$98. Patients may speak with me if they feel circumstances warrant a discount or waiving of the fee. Number and frequency of no-shows, ratio of no-shows to shows, as well as unique circumstances may be taken into consideration. Patients who fail to present for two consecutive sessions will be contacted to determine whether they want to continue therapy. If no response is received within 3 business days, all future appointments will be cancelled. To resume the option to schedule further therapy all no-show fees must be paid in full.

7. Outstanding balances: interest is charged on outstanding balances at a rate of 1.5% per month, 18% per year. Patients will be informed of their total balance at each scheduled session; each person will also have the opportunity make payments toward their balance. Patients owing a balance will also be sent monthly statements reflecting the portion they owe for services provided. Statements can be confusing to read (e.g., our billing software system automatically applies payments to the oldest outstanding charge in order to reduce patients' interest charges; it may therefore appear that a co-pay paid wasn't credited to the account when it was, but it was applied to an older charge). If patients have questions about their statement or amount owed, they are encouraged to contact Carolyn or speak with me. *Patients whose balances (patient portion) exceed \$300 will be given one month from the statement date indicating an outstanding payment balance exceeding \$300 to return their balances under \$300. If that does not occur, patients will be contacted to make a payment or payment arrangements. Payment arrangements must be made (and followed) in order to schedule further appointments and/or to retain existing appointments.* Patients will be sent a letter indicating the amount of their outstanding bills. Patients will be sent a second letter of outstanding balance with an appraisal that payments are necessary to avoid having the balance sent to collections. Although I will make every effort to work with patients on payment plans in cases of financial hardship, patients who refuse to make payment arrangements or adhere to them will be sent to collections. Thus, when reasonable efforts to collect an outstanding balance have failed, the account

will be turned over to a collections agency or a claim will be made in small claims court. Should your account be submitted to a collections agency, the undersigned agrees to pay all costs to collect the debt, including, but not limited to, interest in the amount of 18% per annum, all associated attorney's fees, all associated court fees, and all associated collection fees in the amount of 40% of the initial balance. The obligation to pay all collection fees shall be imposed at the time of the assignment of the debt to a third party debt collection agency. State law requires us to inform you that a negative credit report is submitted to a credit-reporting agency if you fail to fulfill your financial obligations.

8. If a patient's insurance changes, patients are responsible for informing me and/or Carolyn of said changes in plan, policy, and/or provider. If a patient's insurance changes to a company with whom I am not paneled, but the patient prefers to continue treatment with me, there are options:
 - a. I will consider applying for panel membership if the company is within an acceptable range in their fee schedule, paperwork demands, and rules and regulations;
 - b. Patients can contact their insurance company to request a single-case agreement. If they are willing to negotiate such an agreement and will meet the requirements specified above, efforts to make those arrangements will be made
 - c. The patient may elect to use the self-pay schedule (see #5 above). If self-pay costs are prohibitive, I can facilitate a transfer to a therapist who is paneled with the patient's new insurance or provides services on a sliding-fee scale.
 - d. If a patient loses his/her insurance—patients who begin treatment insured and then lose their insurance will have the options of continuing services at self-pay rates (see #5 above) or if self-pay rates are prohibitive, have me facilitate a transfer to a therapist at a community mental health center or sliding fee scale-based treatment center.
 - e. Due to chronic and recurrent changes in insurance company's fee schedules, I reserve the right to evaluate whether or not to maintain my professional relationship with any and all insurance companies. These decisions are at my sole discretion; decisions may be determined by the insurance company's fee schedules, paperwork demands, and level of support offered toward providing quality treatment of patients. If I discontinue panel membership with a patient's insurance and the patient wishes to continue treatment with me, patients may call their insurance provider and request a single-case agreement, which can be negotiated. If the insurance companies are unwilling to do so or their terms are not within reasonable limits, patients may elect to pay for service according to the self-pay schedule (see #5 above). If no single-case agreement can be negotiated and self-pay costs are prohibitive, I will facilitate a transfer to a therapist who is paneled with the patient's insurance.
9. Monthly statements will be sent to you showing charges, your payments and your insurance company's payments. If there is an error on your statement, please bring it to our attention so we can promptly resolve the problem. Insurance companies usually make payments within 30 - 60 days. Any insurance charges left unpaid after 60 days will become your responsibility to pay. You may then settle with your insurance company. Payment is due within ten days of receipt of your statement. A finance charge of 1.5% per month (18% per annum, \$5.00 minimum charge) is assessed on any unpaid balance over 60 days old. Returned checks result in a \$20 service charge in addition to any bank service charges.
10. When reasonable efforts to collect an amount owed fail, the account is turned over to a collection agency or a claim is made in small claims court. If such action is necessary, 40% of the outstanding amount is added to the bill as a "collection fee". This charge is included in the claim. In most collection situations, the only information I release is the name of the patient and responsible party, the dates and nature of services provided, and the amounts due. State law requires me to inform you that a negative credit report is submitted to a credit reporting agency when a person fails to fulfill contracted financial obligations.
11. Any and all agreed-upon changes to the above billing policy must be made and maintained in writing.

12. With your signature, you are authorizing Kyle Max Hancock, PhD, PC and/or its affiliated office and billing personnel to release any medical or other information necessary to your insurance company and its affiliates for the purposes of billing, receiving authorization for services, and/or to process any claims for payment of services. You are authorizing payment of medical benefits to Kyle Max Hancock, PhD, PC. Additionally, you are authorizing Kyle Max Hancock, PhD, PC and/or its affiliated office and billing personnel to contact you for billing purposes.

APPOINTMENTS

Therapy sessions are typically 45 minutes long. This time is reserved for you. Because your therapy session is a substantial portion of my day's schedule, it is important that you keep track of your appointments. Reminder calls are a courtesy only, are not guaranteed, and should not be relied upon as a way of keeping track of your appointments. Do not leave appointment cancellations on my voice mail.

My mobile phone number is: (____) _____ - _____. I authorize the use of my mobile phone number (listed above) to receive scheduling and billing messages. I agree to update this office if my mobile number changes.

Effective therapy commonly requires full attention. As such, please make arrangements for childcare because we cannot provide it. Children should not be left in the waiting room unsupervised. Should a problem arise due to inadequate supervision, your therapy session would be cut short that day.

INSURANCE REIMBURSEMENT

Insurance companies usually provide coverage for specific mental health diagnoses. My staff and I will do what we can to help you receive the full benefits to which you are entitled (including filing your insurance claim for you). However, you are ultimately responsible for payment of my fees. It is important that you find out exactly what coverage you have. You should read carefully the section in your insurance coverage booklet that describes mental health coverage, paying particular attention to deductibles, co-payments, number of sessions allowed, and authorization requirements. Sometimes, after a certain number of sessions, it is necessary to seek approval from your insurance for more therapy. If you have questions, please call your plan administrator.

Most insurance companies require you to authorize me to provide them with clinical information such as symptoms, clinical history, diagnoses, treatment plans, and clinical progress. I try to provide the requested information while being sensitive to my patient's desires for confidentiality. The submitted information becomes part of the insurance company files and will probably be stored in a computer. I have no control over what your insurance company may do with information submitted to them. I will provide you with a copy of any report I submit upon your request. If you prefer, you always have the right to pay for services yourself to avoid insurance complexities.

CONTACTING ME

I am usually in my office between 8:30 AM and 6:00 PM Monday through Thursday. However, I am usually with a patient. The most reliable way to contact me is through voice mail (435-750-6300 ext. 101) or by leaving a message with the receptionist. I will return your call as quickly as I am able, but please note that this usually requires up to several business days. You may email me through the Therapy Appointment portal, also, and I am able to respond much more quickly via email than voicemail. I am only able to email through Therapy Appointment, however; I will not respond to email sent to me through any other method.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records. As required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), I keep two sets of records—the medical

record and my psychotherapy notes. The medical record includes the dates and times of sessions, the type of therapy provided, the results of any psychological testing, and any summaries of symptoms, diagnosis, treatment plan, and treatment progress. **The medical record is available for your review.** Psychotherapy notes and personal notes, on the other hand, are protected by HIPAA law and state law and are considered the property of the health care provider who created them.

SPOUSE, FAMILY, AND FRIENDS (OTHER PARTICIPANTS)

A spouse, family member, or friend may participate in and play an important part in treatment. A person participating in this way might attend only one session or might attend all of the patient's therapy sessions. In fact, the participant's relationship with the patient may be a primary focus of the treatment. But a participant is not a patient and does not have a right to access the medical record nor does she/he have the same rights as the patient regarding confidentiality. My primary responsibility and allegiance remains with my patient. A handout with more information on this topic is available from the receptionist.

When the patient is a child or adolescent, I usually also meet with the parents. In order for children and teenagers to speak openly, parents must surrender some of their rights to information obtained in therapy. This allows the child to have confidence that whatever she/he wants kept confidential will be. Parents continue to have rights to general information about their child's therapy (how the therapy is going, treatment goals, level of the child's cooperation). Additionally, if I believe there is a high risk that a child or teen is about to seriously harm someone or himself/herself, I will notify the parents of my concern. I am also willing to provide parents a summary of treatment when it is complete.

At times I may recommend that a spouse, family member, or friend seek his/her own therapy. I will likely refer the person to another clinician unless my current patient and I agree that both persons' might be better served if I provided the therapy myself. But such situations carry risks. Providing therapy for two people that have a close relationship (e.g. spouses), can lead to complications such as one party believing that the therapist has taken sides with or shows preferential treatment toward the other party. Also, if a therapist were to see a parent and a child separately, the child might worry whether what is told the therapist in confidence will really remain confidential. This could interfere with the child's trust and reduce the effectiveness of therapy.

Sometimes conjoint therapy for couples or family therapy can be most effective in treating the individual. In such an instance, one person becomes my patient and the others are participants. If this is done, everyone involved agrees that I would have permission to use my judgment in how information revealed to me may be shared with others involved in the therapy. My intent in sharing information is always to promote the welfare of those involved. If you have any concerns about what information may be shared under these circumstances, please ask me.

AGREEMENT

I have read and reviewed the above and have discussed with Dr. Hancock those items which were unclear or of concern to me. I understand and agree to the above as written as verified by initials and signature (as indicated). My signatures and initials also verify that I have been provided a printed and/or electronic copy of the information and agreement.