



Beech Tree

Consulting &
Psychological Services

What You Should Know About Managed Care and Your Treatment

Your health insurance may pay part of the costs of your treatment, but the benefits cannot be paid until a Mental Health Benefit Company (MHBC) authorizes this (says they can be paid). The MHBC has been selected by your employer, not by you or me. The MHBC sets some limits on us, and you need to know what these are before we go further.

Confidentiality

If you use your health insurance to help pay for psychotherapy, you must allow me to tell the MHBC about your problem and give it a psychiatric diagnosis. You must also permit me to tell the MHBC about the treatment I am recommending, about your progress during treatment, and about how you are doing in many areas of your life (functions at work, in your family, and in activities of daily living). I am not paid separately for collecting, organizing, or submitting this information, and I cannot bill you for these services. All of this information will become part of the MHBC's records, and some of it will be included in your permanent medical record at the Medical Information Bureau, a national data bank that is not open to the public including you. The information will be examined when you apply for life or health insurance, and it may be considered when you apply for employment, credit or loans, a security clearance, or other things in the future. You will have to indicate that you were treated for a psychological condition and release this information, or you may not get the insurance, job, loan, or clearance.

All insurance carriers claim to keep the information they receive confidential, and there are federal laws about its release. The laws and ethics that apply to me are much stricter than the rules that apply at present to MHBCs. *There have been reports in the media about many significant and damaging breaches of confidentiality by MHBCs.* If you are concerned about who might see your records now or in the future, we should discuss this issue more fully before we start treatment and before I send the MHBC any information. You should evaluate your situation carefully in regard to confidentiality. For some people and some problems, the privacy of their communications to their therapist is absolutely essential to their work on their difficulties. For others, their problems are not ones that raise much concern over confidentiality.

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Treatment

The MHBC will review the information I send it and then decide how much treatment I can provide to you. *The MHBC can refuse to pay for any of your treatment, or for any treatment by me. Or it may pay only a very small part of the treatment's cost, and it can prevent me from charging you directly for further treatment we agree to.* Finally, it can set limits on the kinds of treatments I can provide to you. These limited treatments may not be the most appropriate for you or in your long-term best interest. The MHBC will approve treatment aimed at improving the specific symptoms (behaviors, feelings) that brought you into therapy, but it may not approve any further treatment. The MHBC will almost always require you to see a psychiatrist for medication evaluations (and prescriptions), *whether you or I think this is appropriate.*

When it does authorize our treatment, the MHBC is likely to limit the number of times we can meet. Your insurance policy probably has a maximum number of appointments allowed for outpatient psychotherapy (usually per year, though there may be a lifetime limit as well), but the MHBC does not have to let you use all of those. It may not agree to more sessions, even if I believe those are needed to fully relieve your problems, or if I believe that undertreating your problems may prolong your distress or lead to relapses (worsening or backsliding).

If the MHBC denies payment before either of us is satisfied about our progress, we may also need to consider other treatment choices, and they may not be the ones we would prefer. We can appeal the MHBC's decisions on payment and number of sessions, but we can only do so within the MHBC itself. We cannot appeal to other professionals, to your employer, or through the courts. This state does not have laws regulating MHBCs—that is, laws about the skills or qualifications of their staff members, about access to medical and psychological records by employers and others, or about the appeals process.

You should know that my contract or your employer's contract with a particular MHBC prevent us from taking legal actions against the MHBC if things go badly because of its decision. *My contract may prevent me from discussing with you treatment options for which the MHBC will not pay.* I will discuss with you any efforts the MHBC makes to get me to limit your care in any way.

The particular MHBC in charge of your mental health benefits can change during the course of your treatment. If this happens, we may have to go through the whole treatment authorization process again. It is also possible that the benefits or coverage for your treatment may change during the course of our therapy, and so your part of costs for treatment may change.

Lastly, even if we send all the forms and information to the MHBC on time, there may be long delays before any decisions are made. This creates stressful uncertainty and may alter our earlier assumptions about the costs and nature of your treatment.

Psychodiagnostic Testing

Psychodiagnostic testing is one of the most beneficial aspects of our work together. We use testing to clarify diagnoses, assist in appropriate treatment planning, coordinate care with other medical professionals, and provide information to your or your child's school. With the mounting complexities of health care insurance, comes the risk that your insurance will not cover psychodiagnostic testing. Often times insurance companies have exclusionary clauses stating that they will not cover any testing that results in diagnoses of particular disorders such as, but not limited to, Attention Deficit Hyperactivity Disorder, Autism Spectrum Disorder, and Learning Disorders. As testing is used to identify these and many other disorders, we have experienced an increasing number of denials for payment from insurance companies. Likewise, we have found that insurance companies are almost always requesting a copy of the testing report and other clinical information long after the claim has been paid. The insurance company reserves the right to request that I pay back any money that they have already paid me if they decide later that they will not cover the testing. If this happens, you and I are both



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in a bind. This would mean that I have to pay back monies earned to the insurance company and you then become responsible to pay to me the monies that the insurance company has requested back.

As a way to minimize the risk that both you and I face when attempting to get your insurance company to pay for psychodiagnostic testing for you or your child, we have put a few safeguards in place.

1. You will be required to contact your insurance company to request in writing a pre-authorization for psychological testing. When you call, you will need to request a preauthorization for the service or CPT code 96101. Once you have this in writing, please provide a copy to our office. We will then schedule the testing. If no preauthorization is required, please also request a copy of this in writing and submit a copy to our office.
2. I will provide you a written estimate on what to expect as an out of pocket expense for psychodiagnostic testing should the insurance company not cover this service. Your estimate will be based on the contracted rate that your psychologist has with your insurance company which is at a significant discounted rate from the typical self-pay rate for psychodiagnostic testing.
3. You will be requested to sign a payment agreement based upon the estimate your psychologist has provided you. In the event that your insurance covers the testing in full, you will not need to make payments. Should the insurance company deny payment for the testing, the payment agreement will become in effect immediately.
4. In the event that insurance requests reimbursement from your psychologist after the claim has been paid, you will be informed and the payment agreement will become effective immediately.

Please also be reminded that when an insurance company pays a claim, either for therapy or testing, they have the right to request all of your mental health records. These records then become a part of your insurance file with your insurance company. Whereas I can guarantee that your records are kept confidential when I am in possession of them, I cannot control what happens with your medical record once the insurance company has a copy of it in their possession.



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Our Agreement

If, after reading this and discussing it with me, you are concerned with these issues, you may have the choice of paying me directly and not using your health insurance. This will create no record outside of my files. If you chose not to use your health insurance benefits, you will be responsible for payment of all services provided. You will also need to sign the waiver below stating that you are voluntarily choosing not to use your health insurance for the services received.

I have read and understood the issues described above and willingly enter treatment accepting these limits. I give my therapist permission to submit information in order to secure payment for the mental health services to be provided to me.

- Yes, I want to review and/or receive copies of any written materials you send to my MHBC.
- No, I do not want to review and/or receive copies of written materials you send to my MHBC.

Waiver (complete only if waiving the use of your health insurance policy)

I, _____, voluntarily choose not to use my health insurance coverage for the services provided by _____.

↗ Signature of client or legal guardian Printed name of client Date

↗ Signature of therapist Printed name of therapist Date