



## **PSYCHOLOGIST-CLIENT SERVICES AGREEMENT**

Welcome to my practice. This Agreement contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. This notice, attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information by the end of our first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our first session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an Agreement between us, although you may revoke this Agreement in writing at any time. That revocation will be binding unless I have taken action in reliance on it; if there are obligations imposed on me 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. I practice independently, although there are tutors, speech language pathologists, and mental health professionals in the building, who I may sometimes refer to.

### **PSYCHOTHERAPY**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable

feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress, but there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a significant commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

I normally conduct an assessment that will last from 1 to 2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50 minute session weekly or biweekly at a time we agree on, although this will vary based upon your needs. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. The fee for therapy sessions is due on the date of service.

## **PSYCHOLOGICAL EVALUATION**

All psychological evaluation charges include: an initial diagnostic interview; test administration; scoring and interpretation; a written evaluation; necessary telephone calls prior to the completion of the report; and a feedback session, during which the results are interpreted. The average cost for comprehensive psychological evaluations for diagnostic clarification of learning disabilities or emotional disorders is \$2250, although this will be dictated somewhat by the age of the child, specific referral question, and/or previous testing completed. Payment in full is due no later than the final day of testing. At the feedback session, you will be provided with 2 copies of the report, one for your records and one for additional providers. At the time of the feedback session, if not before, you will return a copy of a report distribution form to indicate to whom and in what form you would like the report released. It is recommended that you not take notes on the actual report, in order to preserve a good copy. Additional copies of reports will be provided at a cost of \$15 each.

## **PROFESSIONAL FEES**

My hourly fee is \$150. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include extensive document review; report/letter writing; telephone conversations lasting

longer than 5 minutes; consulting with other professionals (therapists, physicians, psychiatrists, tutors, speech/language therapists, attorneys, etc.) with your permission; preparation of records or treatment summaries; and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, including waiting time, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$150 per hour for preparation, attendance, and travel to any legal proceeding.

### **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. While I am often in my office between 9 AM and 5 PM, I generally do not answer the phone when I am with a client. When I am unavailable, my telephone, a cell phone, is answered by voice mail which I monitor frequently. I will make every effort to return your call within two business days. If you are difficult to reach, please inform me of some times when you will be available. In non life-threatening crises, you should leave a message and I will get back to you as soon as possible. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or psychiatrist, or, in a potentially life-threatening situation, call 911 or proceed to the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, in the event of a crisis.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a client and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Maryland law. However, in the following situations, no authorization is required:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- In the event that I begin to practice with other mental health professionals or employ administrative staff, I may need to share protected information with these individuals for both clinical and administrative purposes. All of the mental health professionals are bound by the same rules of confidentiality. All staff will be given training about protecting your privacy and will agree not to release any information outside of the practice without the permission of a professional staff member.

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-client privilege law. I 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, I may be required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a client's treatment. These situations are unusual in my practice.

- If I have reason to believe that a child or vulnerable adult has been subjected to abuse or neglect, or that a vulnerable adult has been subjected to self-neglect, or exploitation, the law requires that I file a report with the appropriate government agency, usually the local office of the Department of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I know that a client has a propensity for violence and the client indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), I may be required to take protective actions. These actions may include establishing and undertaking a treatment plan that is calculated to eliminate the possibility that the client will carry out the threat, seeking hospitalization of the client and/or informing the potential victim or the police about the threat.
- If I believe that there is a imminent risk that a client will inflict serious physical harm or death on himself/herself, or that immediate disclosure is required to provide for the client's emergency health care needs, I may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect the client.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my 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 I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

### **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that disclosure is reasonably likely to endanger the life or physical safety of you or another person, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. In those situations, you have a right to a summary and to have your record sent to another mental health provider. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. In most circumstances, Maryland law affords me the right to charge a copying fee of \$.73 per page, plus actual mailing costs, and a preparation fee of \$22.18 for records sent to another provider. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

### **CLIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you. In order to respect your right to confidentiality, if we meet in another setting, I will acknowledge you only if you acknowledge me first.

### **MINORS & PARENTS**

Clients under 16 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually my policy to request an Agreement from any client between 16 and 18 and his/her parents allowing me to share general information about the progress of treatment and their child's attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the teen's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents

any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held. I accept cash, checks, or Visa/MasterCard. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

### **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available but it is very important that you find out 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. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. As a courtesy, I will provide a HCFA 1500 form for you to submit to your insurance company. Because I am not a party to your contract with your insurance company, I would be acting as a third party to facilitate you receiving the maximum payment that your insurance company allows. Insurance reimbursement must go directly to you. I do not submit claim forms so that you can monitor their status throughout the process. Certified mail is recommended.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. Maryland permits me to send some information without your consent. I am required to provide them with a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. Maryland law prevents insurers from making unreasonable demands for information, but there are no specific guidelines about what unreasonable includes. If I believe that your health insurance company is requesting an unreasonable amount of information, I will

call it to your attention and we can discuss what to do. You can instruct me not to send requested information, but this could result in claims not being paid and an additional financial burden being placed on you. Once the insurance company has this information, it 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, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier. Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above unless prohibited by contract.

Your signature below represents an agreement between us. It indicates that you have read and understand the information in this document, including the nature of treatment and its possible side effects, the limits of confidentiality in this relationship, and the circumstances in which otherwise confidential communications may need to be breached. Further, it is a consent to receive psychological services and to abide by the terms of this Agreement during our professional relationship, as well as an acknowledgement of the receipt of the Notice of Privacy Practices.

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES**

\* You may refuse to sign this acknowledgement

I have read/received a copy of Dr. Julie Morrison's Notice of Privacy Practices.

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Please Print Name (Responsible Party) Client Name

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Signature

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Date

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For Office Use Only

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I attempted to obtain written acknowledgement of receipt of our Notice of Privacy Practices, but acknowledgement could not be obtained because:

- Individual refused to sign
  - Communication barriers prohibited obtaining the acknowledgment
  - An emergency situation prevented us from obtaining Acknowledgement
- Other (Please specify) \_\_\_\_\_