PSYCHOLOGIST-CLIENT CONSENT FOR SERVICES AGREEMENT

Welcome to the practice of Julie A. Morrison, PsyD. & Associates This Agreement contains important information about 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 client rights regarding the use and disclosure of your Protected Health Information (PHI) used for treatment, payment, and health care operations. HIPAA requires that you have the opportunity to review a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment, and health care operations. This notice explains HIPAA and its application to your personal health information in greater detail. The law requires your signature, acknowledging that you have been offered access to this information by the first session. Although these documents are long and sometimes complex, it is important that you read them carefully, so you can ask any questions you have about 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 apart from any actions taken in reliance on it; if there are obligations imposed by your health insurer to substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred. There are other professionals in the suite, including tutors, speech language therapists, and psychologists who practice independently.

THE EVALUATION PROCESS

Because challenges are often caused by the interaction of a complex constellation of difficulties in attention, executive functioning, memory, language, motor skills, reasoning, learning/academic skills, and emotional factors, comprehensive psychological evaluations are offered that assess "the whole individual." This typically includes a diagnostic interview of the client, along with parents of children and sometimes relatives or significant others of adults, who may also complete ratings scales that address functioning

outside the office. History may be affirmed in record review. All this data is then integrated and summarized into an in-depth analysis of diagnoses, with individualized recommendations, based upon the specific profile of strengths and challenges. The turnaround time for the report is generally 3-4 weeks, depending on the complexity of the evaluation. While most clients find results validating of their experiences, some may be surprised or even troubled by the results. Because the evaluation process relies on data, as well as the psychologist's years of training and clinical judgment, findings cannot be altered when clients disagree about diagnoses, as doing so would compromise the integrity of an objective evaluation.

PROFESSIONAL FEES FOR EVALUATION AND CONSULTATION

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 a comprehensive psychological evaluation is \$3525, 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 a copy of the report. You may provide the report to anyone you choose, but a release of information, which can be found on the website, is required for us to release it. You have the right to discontinue the evaluation process at any time, but you will still be responsible for payment of any testing, scoring, and evaluation time provided up to that point. If an evaluation is terminated prematurely, it may not be possible to provide feedback regarding results.

The hourly fee is \$235. This is charged for consultation appointments and other professional services you may need, prorated for periods of less than one hour. Other services include things like extensive document review; report/letter writing; telephone conversations lasting longer than 10 minutes; consulting with

other professionals you request; preparation of summaries. etc. You will be expected to pay for non-evaluation services, including consultation, at the time they are rendered. Cash, checks, or Visa/MasterCard are accepted. If you become involved in legal proceedings that require our participation, you will be expected to pay for all professional time, including preparation and transportation costs, including waiting time, even if another party requires testimony. Because of the difficulty of legal involvement, \$285 per hour is charged for preparation, attendance, and travel to any legal proceeding.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed on, legal means to secure the payment may be pursued. This may involve hiring a collection agency or going through small claims court, which will require disclosure of otherwise confidential information. In most collection situations, the only information released is the client's name, address, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

CONTACT INFORMATION

It is not possible to answer the phone when direct client services are delivered. When unavailable, confidential voice mail is available, which is monitored often. Every effort is made to return your call within two business days. If you are difficult to reach, please provide times when you will be available. In non lifethreatening crises, you should leave a message and your call will be returned as soon as possible. If you cannot wait for a return call, contact your family physician or psychiatrist, or, in a potentially lifethreatening situation, call 911 or proceed to the nearest emergency room. The voice mail will notify you of extended absences.

USE OF ELECTRONIC COMMUNICATIONS

To comply with HIPAA rules regarding client privacy, encrypted email is used, so you must click on a link to view it. You will be prompted to provide a self-chosen password, after which it is possible to send encrypted email back and forth securely, if securemail remains in the

subject line. If you choose not to do this, you may communicate with me by phone, mail, or the secure fax line 888-972-9520. Any emails or faxes that you send become part of your clinical record. Text messaging is not a secure form of communication, so it is not used, nor are relationships developed through social media with current or former clients.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. In most situations, information can only be released 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:

- It is occasionally helpful to consult other professionals about a case. During a consultation, every effort is made to avoid revealing client identity. The other professionals are also legally bound to keep information confidential. Unless you object, you may not be notified of this.
- Protective information is shared with administrative staff and other psychologists in this practice, as needed. They have been trained in protecting your privacy and agree not to release any information outside of the practice without permission.
- 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 or evaluation, such information is protected by the psychologist-client privilege law. Information cannot be provided 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 disclosure of information from the services you are undertaking.
- If a government agency is requesting the information for health oversight, it may need to be provided.
 - If a client files a complaint or

lawsuit against anyone in this practice, relevant information regarding that client may be provided for defense.

There are some situations that carry legally obligation to take actions believed necessary to attempt to protect others from harm, which requires revealing some information about a client. This would occur if there is 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 reporting to the appropriate government agency, usually the local office of the Department of Social Services. Once such a report is filed, additional information may be sought. If a client indicates that an intention to inflict imminent physical injury upon a specified *victim(s)*, protective actions are necessary. These actions may include establishing and undertaking a plan that 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. On belief that there is imminent risk that a client will self-inflict serious physical harm or death, or that immediate disclosure is required to provide for the client's emergency health care needs, protective actions, include initiating hospitalization and/or notifying family members or others who can protect the client.

If such a situation arises, unless the situation precludes it, discussion will occur before such actions, and disclosure will be limited to what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important to discuss any questions or concerns you have now or in the future. The laws governing confidentiality can be quite complex, so in situations where specific advice is required, formal legal advice should be sought.

PROFESSIONAL RECORDS

The laws and standards of the profession require that Protected Health Information about you is kept in your Clinical Record. You will receive a copy of your psychological evaluation, which contains a thorough analysis of the data, including

test scores, at the time of the feedback sessions. At that time, results will be explained and questions answered, as results can otherwise be misinterpreted or upsetting to untrained readers. While law prohibits the release of raw data (actual test forms), which would compromise the objectivity or fairness of the test or the testing process, this can be released to another licensed psychologist, if a second opinion is desired at your expense, and you request this in writing. In most circumstances, Maryland law affords a preparation fee of \$22.88 and a copying fee of \$.76 per page (as of 2022), plus actual mailing costs for released records. By law, copies are not required to be released until the fee is paid. Maryland law stipulates how long records must be retained; presently, it is 5 years for adults and 3 years past the age of majority for minors.

CLIENT RIGHTS

HIPAA provides you with several expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting amendment of 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 policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and privacy policies and procedures. To respect your right to confidentiality, in settings outside the office, there will be no acknowledgement unless you opt to initiate interaction.

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 records.

TERMINATION OF SERVICES

If it is determined that psychologists at Julie A. Morrison, PsyD & Associates

cannot provide appropriate services to you for any reason, services will be terminated and you will be referred to other professionals.

INSURANCE REIMBURSEMENT

If you have a health insurance policy, it may provide some coverage for mental health treatment. It is sometimes difficult to determine, but if you intend to seek reimbursement, it is important that you find out what mental health services your insurance policy covers, as well as whether pre-authorization by your insurance company or a physician referral is necessary for out-of-network, outpatient psychological evaluation services. Julie A. Morrison, PsyD & Associates is a fee-for-service practice, so you (not your insurance company) are responsible for full payment of fees at the time of service. As a courtesy, on request, you will receive a HCFA 1500 claim form that you are responsible for submitting to your insurance company with any available reimbursement going directly to you.

You should be aware that if you submit a claim, your contract with your health insurance company likely requires provision of information relevant to the services provided. Maryland permits some information to be provided without your consent, such as clinical diagnosis, dates of service, and the type of service rendered. If additional clinical information is requested for reimbursement, every effort will be made to release only the minimum information necessary for the purpose requested, and you will have input in that process, including the option to forego reimbursement to preserve confidentiality.

Your signatures represent an agreement between you and Julie A. Morrison, PsyD & Associates, indicating that you had access to the Notice of Privacy Practices, and have read and understand the information in this Psychologist Client Consent for Services Agreement, including the limits of confidentiality, and the circumstances in which otherwise confidential communications may need to be breached. It also provides consent to receive psychological services from

Julie A. Morrison, PsyD & Associates and to abide by the terms of this Agreement during our professional relationship

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

(You may refuse to sign this acknowledgement)
I have read/received a copy of the Notice of Privacy Practices.

Please Print Name (Responsible Party)
Client Name

Signature

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

Individual refused to sign/

Communication barriers/ Emergency situation
Other (Please specify)

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