

PSYCHOLOGIST-CLIENT CONSENT FOR SERVICES AGREEMENT

Welcome to the practice of Julie A. Morrison, PsyD. 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 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 I provide you with 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 that I obtain your signature acknowledging that I 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 represents an Agreement between us, although you may revoke this Agreement in writing at any time. That revocation will be binding unless I have acted in reliance on it; if there are obligations imposed on me by your health insurer to substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred. I practice independently, although I share space with other professionals, who I may sometimes refer to.

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, intelligence/reasoning, academic skills/learning disabilities, and emotional/personality factors, except in unique circumstances with explicit agreement in advance, I conduct comprehensive psychological evaluations that assess "the whole individual," including formal testing in the above domains. This typically includes a diagnostic interview of the client, along with parents of children and

sometimes relatives or significant others, who may also complete rating scales that address functioning outside the office. History may be affirmed in record review. All data is then integrated and summarized in 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 troubled by the results. Because the evaluation process relies on data, as well as years of training and clinical judgment, I cannot alter findings or diagnoses when clients disagree, as doing so would compromise the integrity of an objective evaluation.

PROFESSIONAL FEES FOR EVALUATION AND CONSULTATION

My hourly rate is \$210. The average comprehensive evaluation costs \$2940. This includes test administration, scoring, analysis/interpretation, report writing, and a feedback session, which provides detailed explanation of the results. Prior to this, the diagnostic interview costs \$315. If you determine that extensive analysis/summary of prior evaluations and other documents would be beneficial, this is billed at a pro-rated hourly rate. An optional feedback session for the child/teen that focuses on an explanation of their strengths/challenges and solutions is offered free of charge. Payment in full is due no later than the final day of testing. At the feedback session, you are provided a copy of the report. You may give the report to anyone you choose, but if you would like me to disseminate it, you must provide me the release of information that can be found on my website. It is recommended that you do not take notes on the actual report, to preserve a good copy. Additional paper copies of reports requested more than 30 days after the feedback session are provided at a cost of \$15 each. 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 any feedback regarding results.

In addition to charging my hourly rate for consultation/ follow-up consultation 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 report/letter writing; appeal documentation for the insurance company; telephone conversations lasting 15 minutes or longer; consulting with other professionals with your permission; preparation of summaries; and time spent performing other services you may request of me. While I routinely provide referrals to professionals, it is time-consuming to review participating providers on specific insurance panels, so I charge \$50 for this. Payment for non-evaluation services, including consultation, is due when services are rendered. I accept cash, checks, or Visa/MasterCard. If you become involved in legal proceedings that require my participation, you will be expected to pay for all 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 \$275 per hour 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 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 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.

CONTACTING ME

I am often not immediately available by telephone, since I do not answer the phone when I am with a client. When I am unavailable, my telephone is answered by confidential 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. My voice mail will notify you if I am out of the office for an extended period of time.

USE OF ELECTRONIC COMMUNICATIONS

To comply with HIPAA rules regarding client privacy, I will initiate and respond with encrypted email. When you see an email sent by jm@drjuliemorrison.com, you will be directed to click on a link to view it. Once there you will be prompted to provide a 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 my 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. I do not engage in communication or relationships 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, 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, which are rare in my practice, 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 do not object, I will not tell you about these consultations unless I feel that it is important

- If 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 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 or evaluation, 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 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. 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 a *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 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 that there *is 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, unless the situation precludes it, I will attempt to 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 sought.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you 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, I will explain the results and answer any questions that you may have, as results can otherwise be misinterpreted and/or upsetting to untrained readers. While Maryland law prohibits me from releasing raw data (actual test forms), which would compromise the objectivity or fairness of the test or the testing process, I can release that to another licensed psychologist, if a second opinion is desired at your expense, and you request this in writing. Even in that situation, I may be able to review certain information with you in my office. In most circumstances, Maryland law affords me the right to charge a copying fee (\$.76 per page in 2018), plus actual mailing costs) for released records. By law, I am not required to provide copies of requested records until the fee is paid. Maryland

law stipulates how long I must retain records; presently, it is 5 years for adults and 3 years past the age of majority for minors.

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 records.

TERMINATION OF SERVICES

If I determine that I cannot provide appropriate services to you for any reason, I will terminate services and refer you to other professionals. If you request it and authorize it in writing, I will talk to the new psychologist to facilitate the transition. If at any time you want another professional’s opinion or wish to consult with another psychologist, I will assist you with referrals, if desired.

INSURANCE REIMBURSEMENT

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, as well as whether pre-authorization for out of network services is required.

If you have an HMO plan, these plans often require pre-authorization and, generally, that a provider is “in network.” Because I am a non-participating provider, the only way to proceed with me, then, is to opt not to use your mental health insurance benefits. If you have a PPO plan, you may call the number on your insurance card to determine whether you have out-of-network benefits and whether you need a physician referral. 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 at the time of service. As a courtesy, I will provide a HCFA 1500 claim form for you to submit to your insurance company. Because I am not a party to your contract with your insurance company, I act as a third party to facilitate your receipt of the maximum payment that your insurance company allows. You are responsible for submitting your own claim form and insurance reimbursement must go directly to you. You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to my services. Maryland law permits me to send some information without your consent. I am required to provide them with a clinical diagnosis, dates of service, and the type of service rendered. 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. 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. It is important to remember that you always have the right to pay for my services without submitting to your insurance company, to avoid the problems described above, unless prohibited by contract.

Your signature below represents an agreement between us, indicating that you have 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 Dr. Julie Morrison 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)
I have read/received a copy of Dr. Julie Morrison’s 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)_____