

PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT

Welcome to the Marshall University Psychology Clinic. This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new 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 (your therapist) provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The 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 have provided you with this information by the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully. 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. You may revoke this Agreement in writing at any time. That revocation will be binding on me 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

PSYCHOLOGICAL SERVICES

Psychotherapy: The Marshall University Psychology Clinic has been established by the Department of Psychology to serve as a training facility for graduate students enrolled in the Clinical Psychology program. Therefore, the majority of our therapists are advanced graduate students who are obtaining their doctorate in Clinical Psychology. All of them are supervised by Clinical Faculty. Therefore, clients are discussed with supervisors to ensure that they are obtaining the best possible services. Both the therapist and the faculty supervisor will maintain confidentiality in accordance with legal and ethical standards. My supervisor is Dr. _____ and can be contacted by calling 696-6446.

Psychotherapy is not easily described in general statements. It varies depending on the supervisor, therapist, and client, as well as 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 first 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 large 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.

Psychological Assessment: Psychological assessment of several types is offered at the Marshall University Psychology Clinic. The nature and scope of all psychological assessments will be determined by the clinician in consultation with his or her primary supervisor and is designed to answer one or more specific referral questions. Psychological assessments usually require two to four visits by the client, but occasionally more are needed. Evaluations are completed within 30 calendar days after the client's final testing visit.

MEETINGS

I normally conduct an evaluation that will last from 2 to 4 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 (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control].** If it is possible, I will try to find another time to reschedule the appointment.

CONTACTING ME

Due to my work and school schedule, I am often not immediately available by telephone. While I may be in the Clinic between 9 AM and 4:30 PM, I probably will not be able to answer the phone. You can call the Clinic telephone number, follow the options, and leave me a message (Option 2 – *leave a message for a therapist*; then Dial _____). I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call,

contact 911, your family physician, or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague and/or supervisor to contact, if necessary.

PROFESSIONAL FEES

The fees are as follow:

For Psychotherapy, Couples, and Family Therapy per 45-50 min. session

Total Income for Person Presenting as Client or Guardian	
\$40,000 and Up	\$40.00
\$20,000 -39,999	\$30.00
\$19,999 and less	\$20.00

For Assessment

Total Income for Person Presenting as Client or Guardian	
\$40,000 and Up	\$250.00
\$20,000 -39,999	\$175.00
\$19,999 and less	\$150.00

There is a 50% discount on all services listed above for Marshall University students, faculty, staff and members of their immediate families.

The Marshall University Psychology Clinic reserves the right to change these fees at any point without notice.

You may also be charged for other professional services you may need. You will be notified of these charges prior the implementation of these services. If you become involved in legal proceedings that require my participation, there will be additional charges that will be discussed with you at that time.

EMERGENCIES

The Marshall University Psychology Clinic operates by appointment only. If you have an emergency you should call 911, contact your primary physician, contact the crisis hotline (CONTACT, 523-3448), or go to your local emergency room (St. Mary’s Hospital: 29th street at First Avenue; River Park Hospital: 6th Avenue at 13th Street; or Prestera Center: Route 60 East, 525-7851)

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. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- 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 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. Please note that your authorization is not required for uses or disclosures for training or educational purposes.
- You should be aware that I need to share protected information with these supervisors and staff for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed 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.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning your treatment, I cannot provide such information without your (or your legal representative’s) 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, the Psychology Clinic, and/or Marshall University, I may disclose relevant information regarding that client in order to defend myself, the Psychology Clinic, and/or Marshall University.
- If a client files a worker’s compensation claim, I must, upon appropriate request, provide a copy of the client’s record or a report of his/her treatment.

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. The following may be situations where this could occur:

- If I suspect that a child is neglected or abused or I observe a child being subjected to conditions that are likely to result in abuse or neglect, the law requires that I report to the state Department of Human Services. If I believe the child has suffered serious physical abuse or sexual abuse or sexual assault, the law requires that I also report to the police. Once such a report is filed, I may be required to provide additional information.
- If I believe a client presents a clear and substantial danger of imminent injury to another, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.
- If I believe a client presents a clear and substantial danger of imminent injury to him/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

If such a situation arises, I will attempt to 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. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep information about you in two sets of professional records. One set constitutes your Clinical Record. It could include information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others or when another individual is referenced and I believe disclosing that information puts the other person at risk of substantial harm, you may examine your Clinical Record. Additionally, you may receive a copy of the parts of your Clinical Record that I generate, if you request it in writing. If there is information from others in the Clinical Record that you would like a copy of, you will need to contact and obtain this information from the originator of that material. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, there will be a charge for copying (and for certain other expenses). The exceptions to this policy are contained in the Notice Form. If I refuse your request for access to your Clinical Records, you have a right of review, which I will discuss with you upon request.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my supervisor and my own use and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, the analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. They also include information from others provided to me confidentially. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it. (Note: West Virginia law allows a psychologist to provide the client with either a copy of the record or a summary. However, my supervisor or I may completely deny a client access to his/her psychotherapy notes, and only provide the patient with the Clinical Record as required by HIPAA.).

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 Notice form, and the privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

If a child requests it and my supervisor and I believe that the child is sufficiently mature to make an independent decision about treatment, that child has the right to independently consent to and receive mental health treatment without parental consent and, in that situation, information about that treatment cannot be disclosed to anyone without the child's agreement. While privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, parental involvement is also essential to successful treatment, particularly with younger children. Therefore, my supervisor and I may require a minor to agree that I can share whatever information we consider necessary with his/her parents. For other minors, my supervisor and I may request an agreement between my client and his/her parents allowing us to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Any other communication will require the child'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, my supervisor or I will attempt to discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

VIDEO AND AUDIO TAPING OF SESSIONS

The use of video and/or audio taping of sessions is sometimes a part of supervision and training. Having sessions taped may also contribute to you receiving a greater quality of services. The material on the tapes will be kept confidential, stored in a secure location, and only used for training and supervision purposes. Additionally, tapes will be used over and over, each time taping over previous recorded sessions. When the therapist is finished with a tape it will be completely erased and/or destroyed. Clients must agree to this stipulation to be seen in the clinic. If a client refuses then a discussion will occur and actions will be taken related to an appropriate referral for the client.

RESEARCH

Since this is a training clinic at a learning institution, there may be times when research is conducted. As a result, you may be asked to participate in a research project. If this is the case, a separate consent form will be given to you so that you may voluntarily give your consent (or not) to take part in the study. Since we keep our records for several years after treatment, if previous data collected about you by someone at the agency (i.e., archival data) then no informed consent is needed. Data/responses will be kept confidential. Data is typically, although not always, analyzed at a group level to help insure anonymity. By being a client in the Psychology Clinic, you are giving your consent to allow your (or your child's) record(s), now or in the future, to be used for research purposes.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. Typically, this must be approved by the Clinic Director.

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

The Clinic does not accept direct assignment of Medicare, Medicaid, or other insurance benefits, nor does the Clinic bill insurance companies directly. The client's insurance company is never responsible for payment. Only the client, or in the case of a child the parent or guardian of the client, is responsible for paying for Clinic services. I can provide you with a receipt which you may use to request reimbursement for services from your insurance company. It is important to note that most insurance companies do not reimburse clients for services provided by students, trainees, interns, or other unlicensed individuals even when that person is under direct supervision.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Signature

Date

If a representative of the client, describe your authority to act for the client
(e.g. parent, legal guardian, power of attorney, etc.)