

PSYCHOLOGICAL SERVICES AGREEMENT & CONSENT for PSYCHOLOGICAL SERVICES

Welcome to the Psychological Services Center (PSC) at Bowling Green State University. This document contains important information about the PSC's 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 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 the PSC provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which must by law be given to you at your first session at the PSC, explains how the PSC complies with HIPAA in its maintenance and disclosure of your personal health information. The law requires that the PSC obtain your signature acknowledging that you have been provided with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before your next 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. You may revoke this Agreement in writing at any time. That revocation will be binding on the PSC and all members of its staff (including graduate student therapists, supervising faculty, and administrative staff) unless we have taken action based on it; if there are obligations imposed on the PSC 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 – Assessment and Psychotherapy

Psychological assessment usually involves interviewing you to find out the details of the problem which is being assessed and administration of a number of psychological tests designed to measure different kinds of psychological factors like IQ, personality, academic skills, memory, problem solving, and others. The tests are scored and interpreted according to well researched standards and a report is written describing the findings and, often, the sorts of things you can do to help resolve the problem. Your therapist will meet with you to discuss the test results and recommendations, and in most cases you may also have a copy of the written report.

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 your therapist 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 you and your therapist talk about both during therapy 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 or the results or outcome of your therapy.

Your first few sessions will likely involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what kinds of things you will work on in therapy 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 your therapist. If you have questions about procedures, you and your therapist should discuss them whenever they arise. If your doubts persist, your therapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

SUPERVISION

Clients who use the services of the PSC are participating in the activities of a training clinic. Services are provided by graduate student psychology trainees enrolled in a Ph.D. training program and all services are supervised by licensed clinical psychologists. Information obtained from psychological tests, interviews, therapy sessions, and questionnaires will be shared with clinical supervisors and, possibly, with other psychology trainees during

supervision conferences. Supervision may require observation of sessions and/or audio taping or videotaping of sessions. The client may decline to be observed or recorded, but if this is the client's choice, then services may not be provided and the client may be referred to another professional or agency. Supervisors are ultimately legally, ethically, and professionally responsible for the psychological work of the graduate student trainees providing services. If you wish to meet with the supervisor of your services, you may contact the supervisor at (419) 372-2540 to schedule an appointment.

The supervisor of your services is: _____

MEETINGS

Your therapist will conduct an evaluation that may last from a single session to several sessions. During this time, you and your therapist can both decide what services you need in order to meet your treatment goals. If psychotherapy is begun, you and your therapist will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a mutually convenient time, although some sessions may be longer or more frequent depending on the circumstances. **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 emergency circumstances beyond your control like severe weather or illness; you will not be charged for a session which is cancelled by the clinic or by your therapist]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.**

PROFESSIONAL FEES

The PSC's hourly fees are described in the next section. In addition to weekly appointments, charges may be made for other professional services you may need, though hourly cost will be broken down for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of your therapist. If you become involved in legal proceedings that require the participation of your therapist and/or his/her supervisor, you will be expected to pay for all professional time, including preparation and transportation costs, even if your therapist is called to testify by another party. Because of the difficulty of legal involvement, the PSC charges a higher rate per hour for preparation and attendance at any legal proceeding.

PSC FEE SCHEDULE

PSC non-student fees for psychological services are as follows:

Intellectual assessment:	\$100.00 per hour
Intellectual assessment report:	\$100.00 per hour
Personality or other psychological assessment:	\$ 90.00 per hour
Learning disability assessment:	\$100.00 per hour
Learning disability assessment report:	\$100.00 per hour
ADD/ADHD assessment:	\$100.00 per hour
ADD/ADHD assessment report:	\$100.00 per hour
Any assessment feedback:	\$50.00 per hour
Bariatric pre-surgery psychological assessment	\$250.00 (flat fee)
Individual psychotherapy (adult or child):	\$90.00 per hour
Family psychotherapy:	\$85.00 per hour
Couple psychotherapy:	\$85.00 per hour
Group psychotherapy:	\$10.00 per hour

BGSU student fees:

Intake assessment	No charge
Any psychotherapy	No charge
Intellectual assessment & report:	\$300.00 (flat fee)
Learning disability assessment & report:	\$300.00 (flat fee)
ADD/ADHD assessment & report:	\$300.00 (flat fee)

CONTACTING YOUR THERAPIST

Due to work and class schedules, your therapist or his/her supervisor may not be immediately available by telephone. The PSC is open from 8 AM to 5 PM and telephone messages may be left (419) 372-2540 with the receptionist at or on her secure voice mail. While you may ask to be transferred to your therapist's office telephone, you need to know that graduate student therapists share offices with other graduate students and messages left on your therapist's office voice mail may be picked up by an office-mate other than your therapist. Your therapist will make every effort to return your call promptly, but cannot guarantee that it will be on the same day you make it. The PSC is not open most evenings, weekends, or holidays, so messages left during those times may not be returned until some time during the next few working days. If your therapist will be unavailable for an extended time, he/she will give you the name of a person you may contact or you may contact his/her supervisor at the PSC, if it becomes necessary.

EMERGENCY COVERAGE

After regular operating hours or if you are unable to reach your therapist or his/her supervisor and the situation is an emergency where you feel that you can't wait for a return call, contact **The Link** at (419) 352-1545.

LIMITS ON CONFIDENTIALITY

Federal and state laws protect the privacy of all communications between a client and a psychologist. In most situations, the PSC 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 Ohio Psychology Law. 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:

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, your therapist makes every effort to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless it is important to your work together. Your therapist will note all consultations in your Clinical Record (which is called "PHI" in the PSC's Notice of Privacy Practices).
- You should be aware that the PSC employs administrative staff. In most cases, your therapist needs to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All administrative staff members have been given training about protecting your privacy and have agreed not to release any information outside of the PSC without your written permission.
- The PSC and some of its faculty also have contracts with computer software vendors, billing agencies, and community agencies. While it is unlikely that many of these agencies would have access to any confidential health information, it is possible (for example in the case of software modifications to the PSC's computerized billing program, or a billing service). As required by HIPAA, the PSC has a formal business associate contract with this/these business (es), in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, your therapist can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where the PSC is 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 evaluation, diagnosis or treatment, such information is protected by the psychologist-client privilege law. The PSC cannot provide any information without your (or your personal or 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 the PSC to disclose information.
- If a government agency is requesting the information for health oversight activities, the PSC may be required to provide it for them.

- If a client files a complaint or lawsuit against the PSC or any of its administrative or clinical staff in regard to the client's services at the PSC, the PSC may disclose relevant information regarding that client in order to defend the clinic or staff involved.
- If a client files a worker's compensation claim, the client must execute a release so that the PSC may release the information, records or reports relevant to the claim.

There are some situations in which the PSC and/or a therapist are legally obligated to take actions, which are necessary to attempt to protect others from harm and in which a therapist or other PSC staff may have to reveal some information about the client or the client's treatment. These situations are unusual in the PSC, but they do happen occasionally.

- If a therapist or his/her supervisor or any member of the PSC staff knows or has reason to suspect that a child under 18 years of age or a mentally retarded, developmentally disabled, or physically impaired child under 21 years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the child, the law requires that that person file a report with the appropriate government agency, specifically Child Protective Services. Once such a report is filed, the individual who filed the report may be required to provide additional information.
- If a therapist or his/her supervisor or any member of the PSC staff knows or has reasonable cause to believe that an adult is being abused, neglected, or exploited, or is in a condition which is the result of abuse, neglect, or exploitation, the law requires that that person report such belief to the county Department of Job and Family Services. Once such a report is filed, the individual who filed the report may be required to provide additional information.
- If a therapist or his/her supervisor or any member of the PSC administrative staff knows or has reasonable cause to believe that a client or client has been the victim of domestic violence, that knowledge or belief and the basis for it must be noted (or in the case of administrative staff, communicated to the appropriate therapist for notation) in the client's or client records.
- If a therapist or his/her supervisor believes that a client presents a clear and substantial risk of imminent serious harm to him/herself or someone else and believes that disclosure of certain information is necessary to protect that individual, then that therapist or supervisor must disclose that information to appropriate public authorities, and/or the potential victim, and/or professional workers, and/or the family of the client. Administrative staff who become aware of a clients risk of harm to self or others in the course of their work at the PSC will immediately communicate their concerns to the appropriate therapist and/or supervisor for action.

If such a situation arises, your therapist will make every effort to fully discuss it with you before taking any action and will limit disclosure to what is necessary to fulfill the requirements of the law.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you and your therapist discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and your therapist is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, some therapists keep Protected Health Information about you in *two* sets of professional records. One set, which is kept by *all* therapists, constitutes your Clinical Record. It includes 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 the PSC receives 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, you may examine and/or receive a copy of your Clinical Record if you request it in writing and the request is signed by you and dated not more than 60 days from the date it is submitted. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that you initially review them in your therapist's presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, the PSC is allowed to charge a copying fee of \$1 per page for the first ten pages, 50 cents per page for pages 11 through 50, and 20 cents per page for pages in excess of

fifty, plus \$15 fee for records search, plus postage. The exceptions to this policy are contained in the attached Notice Form. If the PSC or any member of its clinical staff refuse your request for access to your Clinical Record, you have a right of review, which your therapist will discuss with you upon request.

In addition, *some* therapists also keep a set of Psychotherapy Notes. These Notes are for the therapist's own use. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of your conversations with your therapist, the therapist's analysis or impressions of those conversations, and how they impact on your therapy. They may also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless your therapist determines that such disclosure would have an adverse effect on you.

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that your therapist or their supervisor amend your record; requesting restrictions on what information from your Clinical Record 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 the PSC's privacy policies and procedures. Your therapist is happy to discuss any of these rights with you.

MINORS & PARENTS

Clients under 14 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless the therapist decides that such access would injure the child or the therapist and parents agree otherwise. Children between 14 and 18 may independently consent to and receive up to 6 sessions of psychotherapy (provided within a 30-day period) and no information about those sessions can 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 often also essential to successful treatment. For children 14 and over, the therapist and his/her supervisor may request an agreement between the child client and his/her parents allowing the therapist to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. The therapist may also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless the therapist feels that the child is in danger or is a danger to someone else, in which case, the therapist will notify the parents of the concern. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and attempt 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 unless you have insurance coverage that requires another arrangement. Co-pays will be expected to be paid at the time of service. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship only, the PSC does have a sliding fee scale. Upon your request, your therapist will be happy to provide you with a copy of the sliding fee scale and discuss with you the requirements for eligibility for the sliding fee.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, the PSC has the option of using legal means to secure the payment. This may involve going through the University Bursar's office which may lead to hiring a collection agency or going through small claims court which will require the PSC to disclose otherwise confidential information. In most collection situations, the only information the clinic releases 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 you and your therapist 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. PSC administrative staff and your therapist will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of PSC fees. It is very important that *you* find out exactly what mental health services your insurance policy covers. Please note that the PSC will *not* contact your insurance company for pre-authorization or determination of benefits; that is your job. 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, PSC staff will happy to try to help you in understanding the information you receive from your insurance company.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. Some managed-care plans will not allow a therapist to provide services to you once your benefits end. If this is the case, your therapist will do his/her best to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that the PSC provide it with information relevant to the services that your therapist provides to you. The PSC is required to provide a clinical diagnosis, and sometimes is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, the PSC will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information 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, the PSC has 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. The PSC will provide you with a copy of any report it submits for payment, if you request it. By signing this Agreement, you agree that the PSC can provide requested information to your carrier.

Once you and your therapist have all of the information about your insurance coverage, you can discuss what you 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 PSC services yourself to avoid the problems described above [unless prohibited by contract].

ACKNOWLEDGMENT of RECEIPT of PSYCHOLOGICAL SERVICES AGREEMENT & CONSENT for PSYCHOLOGICAL SERVICES

Your signature below indicates that you have received a copy of the Psychological Services Center's Psychotherapist-Client Services Agreement, have read the information in this document and agree to abide by its terms during your professional relationship with the PSC, and consent to psychological assessment and /or treatment at the Psychological Services Center.

Signature of Client or Guardian Date

Signature of Psychology Trainee as Witness Date

Signature of Supervising Licensed Psychologist Date

ACKNOWLEDGMENT of RECEIPT of NOTICE OF PRIVACY PRACTICES

Your signature below acknowledges that you have received a copy of the Psychological Service Center's Notice of Privacy Policies and Procedures for Protected Health Information.

Signature of Client or Guardian Date

Signature of Psychology Trainee as Witness Date

Client Copy

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Signature of Psychology Trainee as Witness Date

*Psychological Services Center Copy
(Detach and place in Clinical Record)*