



CLIENT CONSENT AND AGREEMENT FOR PSYCHOLOGICAL SERVICES

Please read the following information carefully. After you have read this Agreement, please sign your name below to accept the terms of this Agreement.

Welcome to the Nova Southeastern University, Center for Psychological Studies Psychology Services Center. This document (the Agreement) contains important 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 Nova Southeastern University Psychology Services Center provide you with a Notice of Privacy Practices (the Notice). The Notice explains HIPAA and its application to your personal health information in greater detail.

A. THERAPIST-IN-TRAINING

I understand that the Nova Southeastern University Psychology Services Center is a training facility for graduate students enrolled in the Center for Psychological Studies. The therapists-in-training are supervised by Licensed Psychologists. Students discuss their cases with their supervisors. Both the therapist-in-training and the supervisor will maintain confidentiality in accordance with state and federal privacy regulations. The name of my supervisor is _____.

B. CONSENT TO TREAT

As a legally consenting individual, I agree to permit the students, faculty and staff of the Nova Southeastern University Psychology Services Center to provide treatment and therapy to myself, or my child as applicable. I understand that I have the right to terminate therapy at any time without incurring additional costs.

C. EMERGENCIES

The Nova Southeastern University Psychology Services Center operates by appointment only. If you have an emergency you should call 911, contact your primary physician, contact the mobile crisis hotline (954-463-0911), or go to your local emergency room.

D. APPOINTMENTS

When an appointment cannot be kept, the Center/Therapist-in-Training should be notified at least 24 hours in advance.

E. RIGHT TO DISCONTINUE TREATMENT

The Nova Southeastern University Psychology Services Center has the right to discontinue treatment for any appropriate reason, including but not limited to, repeated lateness and excessive cancellations. In such cases, the client or client's personal representative agrees to accept full responsibility for pursuing alternate professional mental health care. A letter will be sent informing the client or their personal representative that treatment is being discontinued.

F. FEES

I understand that I am expected to pay for each session at the time it is held. In connection with the Nova Southeastern University Psychology Services Center mission to serve the community and subject to available resources, the Center may provide care on a sliding fee schedule to individuals who are unable to pay the usual and customary fee for service. An income determination form and supporting documentation must be provided to the Center for consideration of a fee adjustment.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, the Psychology Services Center has 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 our disclosure of otherwise confidential information.

G. LIMITS OF CONFIDENTIALITY

Both Federal and State law protect the privacy of all communications between a client and a psychotherapist/therapist. In many situations, the Psychology Services Center can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by state and federal privacy regulations. Please see the Notice of Privacy Practices, which explains HIPAA and its application to your personal health information in greater detail. 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:

- The Psychology Services Center is a training site, information about you may be discussed at supervisory sessions.
- The Psychology Services Center therapists-in-training and/or staff may find it helpful to consult with other mental health providers within the Center about a case. The Psychology Services Center mental health providers are also legally bound to keep the information confidential.
- You should be aware that we practice with other mental health providers and that we employ administrative staff. In most cases, we need to share protected health information with these individuals for both clinical and administrative purposes, such as scheduling, filing and billing. All of the mental health providers 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 Center without the permission of a professional staff member or as otherwise legally appropriate.
- Disclosures required to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where we are permitted or required to disclose information without either your consent or authorization, including but not limited to:

- 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 psychotherapist-client privilege law. We cannot provide any information without either:
 - 1) Your or your personal representative's written authorization;
 - 2) Receipt of a subpoena with documentation of satisfactory assurances of notice to the client and a certification that no objection was made by the client, or that the time for filing an objection has elapsed, and no objection was filed, or all objections filed were resolved by the court, and the disclosures are consistent with the resolution; or
 - 3) A court order.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a client files a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to defend ourselves.

There are some situations in which we may be legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a client's treatment, including but not limited to:

- If we have reasonable cause to suspect that a child under 18 is abused, abandoned or neglected, or if we have reasonable cause to believe that a vulnerable adult is abused, neglected or exploited, the law requires that we file a report with the appropriate government agency.
- If we believe that a client presents a clear and immediate probability of physical harm to another, we may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization of the client.
- If we believe that a client presents a clear and immediate probability of physical harm to himself/herself, we may be required to seek hospitalization for him/her, or to contact family members or others who help provide protection.
- * If such a situation arises, we will attempt to limit our disclosure to what is necessary. Confidentiality issues can be complicated, so if you have any questions about them, please feel free to ask them now or in the future as needed.

H. PROFESSIONAL RECORDS

We maintain a Clinical Record for each client. 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 we receive from other

providers, and reports of any professional consultations. As detailed in the Notice, you may receive a copy of your Clinical Record that we generate, if you request it in writing.

Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend 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 there will be a charge for copying. If we deny your request for access to your Clinical Records, you have a right of review which will be explained in a letter sent to you and ; which we will discuss with you upon request.

In addition, we may also in some cases keep a set of notes called Psychotherapy Notes ("Notes"). Pursuant to HIPAA, these records are specifically defined and carry special protection. They have a very specific meaning under the law. These Notes are for the supervisor and therapist-in-training use and are designed to assist us in providing you with quality care. While the contents of the Notes vary from client to client, they can include the contents of conversations, the analysis of those conversations, and how they impact on your therapy. These Notes are kept separate from your Clinical Record. You may receive a copy of the Psychotherapy Notes that we generate, if you request it in writing. In most circumstances there will be a charge for copying. If we deny your request for access to your Psychotherapy Notes, you have a right of review which will be explained in a letter sent to you and, which we will discuss with you upon request.

I. PATIENT RIGHTS

In addition to the right to obtain copies of your record as discussed above, HIPAA provides you with a number of rights, which briefly include the right to amend the information in your record and to request restrictions as to how you are contacted. Please review the Nova Southeastern University Notice of Privacy Practices carefully.

J. MEDICAL EXAMINER'S OFFICE

In the event of my death, I hereby release and hold harmless Nova Southeastern University as the custodian of my Clinical Record from any and all liability resulting from or arising out of the release of my record to the Medical Examiner's Office pursuant to state law.

K. MINORS & PARENTS

Emancipated Minors do not need parental consent for mental health care. Their PHI is confidential and must not be released to anyone, even parents or guardians, without the client's consent.

Unemancipated Minors generally must have the consent of their personal representative for non-emergency mental health care. Personal representatives include natural or adoptive parents, legal custodians or guardians, or a person acting as the minor's parent. The personal representative may have access to the minor children's records in these cases, unless they have agreed in advance to a confidential status between the child and the therapist. That is, if a therapist asks a personal representative to step out so that the provider may talk confidentially to the minor client, the representative is, in effect, agreeing to a confidential relationship between the child and the provider, and may only know what the conversation was about if the child authorizes it.

The therapist is expected to use professional judgment in these situations and consider the client's best interests when deciding whether to share confidential information *with* a personal representative.

There are other instances where minors do not need the personal representative's consent for mental health care, and in those cases, the PHI related to that mental health care could only be shared with the personal representative with the minor client's authorization. Those cases include but are not limited to the following:

- Outpatient mental health diagnostic/evaluation services (13 years or older). Such services shall not include medication and other somatic treatments, aversive stimuli, or substantial deprivation. Such services shall not exceed two visits during any one (1) week period.
- Outpatient crisis intervention therapy/ counseling services (13 years or older). Such services shall not include medication and other somatic treatments, aversive stimuli, or substantial deprivation. Such services shall not exceed two visits during any one (1) week period.
- Outpatient substance abuse therapy/counseling services (13 years or older). Such services shall not include medication and other somatic treatments, aversive stimuli, or substantial deprivation.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

Signature of Patient or Personal Representative

Date

Name of Patient or Personal Representative

Patient Date of Birth

Description of Personal Representative's Authority