



**The Loyola Clinical
Centers**



**Client Consent and
Services
Agreement**

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LOYOLA CLINICAL CENTERS DESCRIPTION OF SERVICES

The Loyola Clinical Centers (LCC) provides a broad range of audiology, literacy, psychology, and speech and language services to our clients. Our goal is to provide comprehensive and quality services to all our clients. We serve clients ranging in age from infants to late adulthood and provide a variety of treatments to individuals, couples, families, and groups. Below are services commonly provided within the LCC:

Audiology

Services include hearing screening, hearing evaluation, middle ear assessment, and central auditory processing evaluation. We also dispense hearing aids at a reasonable cost.

Literacy

Services are conducted within K-12 schools and include a variety of reading and writing instruction and intervention programs. Some target emerging readers while others target school-aged children. Programs include assessment, individual and small group intervention, and intensive summer programs.

Psychology

Through assessments and therapy sessions, psychology services can support individuals with depression, anxiety, learning and attention problems, self-esteem issues, divorce, bereavement, and social and relationship difficulties, as well as major life stress and conflicts. Assessment services are also available for children and adults with learning difficulties or difficulties related to brain injury and brain disorders.

Speech-Language

Speech-language pathology provides individualized assessments and treatment for children and adults with a range of communication difficulties, including speech and language delays/disorders, language-learning disabilities, and communication difficulties following brain injury or brain disorders.

Your clinician is available to discuss in more detail the range of treatment and services options that are available to you, provide additional information about any given service, and answer any questions that you have. For example, your clinician can provide details about: what the treatment program involves (i.e., assessments, counseling sessions), your responsibilities as a participant in the program, approximately how many sessions the program entails and the duration of sessions, the intended benefits or risks of a given program, and the standard fees for a service.

Location and Contact Numbers

Belvedere Square
5911 York Road, Suite 100
Baltimore, MD 21212
410-617-1200 (Front office)

Website & Social Media Information

[Loyola Clinical Centers](https://www.loyola.edu/departments/clinical-centers)(<https://www.loyola.edu/departments/clinical-centers>
<https://www.facebook.com/LoyolaClinicalCenters/>

CLIENT CONSENT AGREEMENT

WELCOME!

We wish you a warm welcome to The Loyola Clinical Centers (herein, the LCC)! **The interprofessional environment of the LCC provides a broad range of audiology, education, psychology, and speech and language services to our clients.** This document contains important information about our professional services and business policies.

GRADUATE TRAINING FACILITY

The LCC is a training facility for the graduate clinical programs of Loyola University Maryland. Your clinician is a graduate student and is regularly supervised by licensed and certified faculty within their respective fields. If you have any questions regarding treatment, please feel free to direct them to your clinician's faculty supervisor. Your clinician will provide you with the name of their primary supervisor at the beginning of your care.

Because we are a training facility, we depend on various supervisory tools: video recording, observation, and immediate communication by use of iPad or text messaging. **All sessions may be recorded and/or observed.** These recordings are used for educational and training purposes. The LCC maintains policies on the maintenance and use of these recordings. Additionally,

supervisors or other student clinicians may observe a session either through a one-way window or via remote camera. All faculty, staff and student clinicians are bound by privacy and confidentiality policies.

RESEARCH

The LCC is also a research facility for the faculty and students of Loyola University Maryland. We conduct research to contribute to the scientific literature on assessment and treatment in education and health care.

All research conducted at the LCC must first be approved by Loyola University's research review committee to ensure that it adheres to the highest principles of ethical research. Additional consent is required to participate in most of these studies and you will be fully informed of your involvement and the expectations. All research projects protect your anonymity by coding or otherwise deleting any information that would identify you specifically. Moreover, the way that results of research are reported in scientific literature protects your anonymity by reporting data for a group rather than any one individual.

There are some research projects that do not involve your active participation but may use data from your clinical record. As with all other research projects, these types of projects will still protect your anonymity and are still reviewed by the University's research review committee. Your name or any other identifying information is never included in this research.

Additionally, we monitor your satisfaction and progress while a client in the LCC. You may be asked to complete surveys on a regular basis. These are brief questionnaires that take a few minutes to complete. Information from the surveys will be used to ensure the quality of treatment and may be used to report to funding agencies on the quality and progress of our overall treatment. Your name or any other identifying information is never included in these reports.

CONTACTING THE LCC & THE CLINICIAN

The telephone number for the LCC is in the front of this document and you will be given your clinician's phone number at the start of your services. Graduate student clinicians and faculty are often not immediately available by telephone. The LCC is open Monday-Friday with a customer service representative answering the phone during regular clinic hours. If, for some reason your call is answered by voicemail, please leave your full name, a phone number where you may be reached, the name of your clinician, and the reason for your call; someone will return your call as soon as possible during regular clinic hours. You may also leave a message in your clinician's voice mailbox, understanding that messages may only be retrieved one time per day. If you choose to communicate with your clinician primarily through email, please complete the Electronic Communication Consent Form at the start of services.

The LCC is not an urgent or emergency care facility. Clinicians and faculty are not available after clinic hours. If you are experiencing a crisis or a medical emergency, please call 911 or go to the nearest emergency room of your local hospital.

CLINIC CLOSING

In the event of severe or inclement weather, the LCC follows the delays and closings issued by Loyola University. Delays and closings are usually announced on television and radio stations as well as on the university's website (<http://www.loyola.edu>). In the event of a delay or closing, a message indicating our status will be left on our answering machine, which you can access by calling 410-617-1200.

CLIENT CONDUCT

The LCC is a professional environment, and we therefore have some expectations for our clients' conduct while at the LCC. Failure to adhere to these expectations may be grounds for immediate dismissal from the LCC.

Dress Policy: We request that our clients dress appropriately and respectfully. Shirts and shoes must be worn by all clients and their family members/significant others while in the LCC.

Weapons and Violence: Violence will not be tolerated at the LCC. If a client exhibits violent behaviors (e.g., throwing things, breaking things, slamming things, intimidating) or indicates the potential for imminent violence, they will be directed to leave the LCC.

The LCC maintains a no-weapons policy. Clients who bring a weapon will be directed to immediately leave the LCC. Clinicians and staff of the LCC reserve the right to notify Loyola University Maryland security and/or Belvedere Square security, or the police should they feel that a client poses an immediate threat to themselves or others.

Conduct/Behavior: Behaviors and/or conduct that are not

manageable in this educational program or that adversely impact the well-being of another client and/or clinician will be addressed immediately to determine a client's ability to continue services. Repeated or egregious behavior may be grounds for termination of services.

Drugs and Alcohol: The LCC maintains a zero-tolerance policy for drugs and alcohol. Clients who bring drugs or alcohol into the LCC or appear to be under the influence of alcohol or drugs while at the LCC will be asked to leave and may be dismissed from services.

Waiting Area Policy: Children may not be left unattended in the waiting areas at any time unless specific, prior arrangements have been made with your clinician. If children are consistently disruptive, we reserve the right to ask parents to no longer bring them to the LCC. In consideration of other clients and families, please refrain from using cell phones in the waiting areas. Maintaining hygiene in the waiting room is essential for the health and comfort of everyone. Please be mindful of this during your time in the waiting areas.

ATTENDANCE POLICY AND CANCELLED APPOINTMENTS

We realize everyone has events in their life or emergencies that arise that need priority; however, we are also aware that for treatment to be effective, sessions need to be attended regularly. Please notify your graduate clinician at least 24 hours in advance if you are going to miss a session due to vacation, business, or any other event that will interrupt your treatment. Please call the LCC if you, your child, or your partner/spouse will be more than ten minutes late to an appointment or program to ensure that your clinician will have the availability to

complete your session. If you arrive more than ten minutes late, your clinician reserves the right to cancel or shorten your appointment (as needed) to meet other client commitments. The LCC is not responsible for transportation during or after business hours, nor are clients able to remain at the LCC after hours in the event that transportation is not available. Clients are encouraged to arrange their own transportation in advance to ensure timely and safe travel home.

Your clinician may occasionally have to reschedule your appointment because of classes, illness or other academic requirements, but will inform you in advance and provide an opportunity to reschedule.

If you break your appointment (i.e., cancel your appointment with less than 24 hours' notice or do not show up for your scheduled appointment) more than 3 times in a 2-month period or do not adhere to the prescribed treatment schedule (e.g., schedule weekly appointments or follow-up, as recommended), we have the right to stop your treatment at the LCC based on "Treatment Non-compliance."

If a client's treatment is discontinued due to Treatment Non-compliance, the client may be considered again in the future for treatment at the LCC after completing the registration process and waiting for an opening at the discretion of the executive director.

PROFESSIONAL FEES & BILLING

The economic viability of the LCC depends upon payment for services and accepts check or credit card (VISA, MasterCard, American Express) payments in the office. Clients are responsible for paying their bills in a

timely manner. We make every effort to price our services to make them accessible to anyone who has such needs. Our fee schedules are available upon request for all services.

Collection of Payment:

Every attempt will be made to collect payment as services are rendered. In the event that there has been no attempt by the client to render payment for services after three (3) consecutive sessions and/or an account reaches a balance due of \$201.00 or greater, your treatment may be suspended. This suspension will continue until an arrangement is agreed upon with the Front Office staff to adhere to a payment plan or to arrange for full remittance of the balance due.

In addition to weekly appointments, we may charge an hourly amount for other professional services you may need. If you become involved in legal proceedings that require the participation of your clinician or any other clinic personnel, you will be expected to pay, at our usual and customary fee, for all professional time, including preparation and transportation costs, even if we are called to testify by another party.

ADJUSTED FEES

If you are unable to pay the full fee for your service, you may apply for an adjusted fee by completing and filing a *Financial Information Form* (FIF) available from the front desk or online. This form is simple to fill out and will require that you submit the summary page of your last year's federal income tax form or two (2) of your most recent pay stubs for persons whose income is reported as household income. The LCC will evaluate the FIF in line with the Federal Poverty guidelines and determine on a

case-by-case basis whether you are eligible for a reduced fee. The FIF and accompanying documentation are used to calculate an “Adjusted Income” that, when combined with the number of household dependents, will help us determine the fee reduction. **The LCC will not consider anyone for discounted services until a completed FIF and supporting documents are provided for review.** Clients approved for a reduced fee must resubmit the FIF annually to maintain eligibility for an adjusted fee. If there is a change in your economic situation that creates hardship, you may apply for a review of your fee by resubmitting an FIF.

INSURANCE

We do not bill insurance companies directly; you are responsible for payment of all fees. If you have insurance, we can provide you with necessary documentation to submit along with your insurance claim forms for any eligible reimbursement.

COLLECTION OF LATE FEES

If your account has not been paid for more than 120 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a client’s treatment is his/her name, social security number, the nature of services provided, and the amount due.

RETURNED CHECK FEE

The LCC has a returned check fee of \$25.00 for any checks returned unpaid by the bank.

PROFESSIONAL RECORDS

We keep protected health information (PHI) about you in an electronic medical record. It includes information about reasons for seeking therapy, a description of the ways in which the problem impacts life, diagnosis, the goals that are set for treatment, progress towards those goals, medical and social history, treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, billing records, signed authorizations, and any reports that have been sent to anyone, including reports to an insurance carrier. Subject to certain exceptions, you may examine and /or receive a copy of your medical record by making a written request. You may also have a copy of your records forwarded to another health professional by making a written request. **In compliance with university, state, and federal guidelines, the LCC maintains the medical records of our clients for seven (7) years after the record or report is made, or in the case of a client who is a minor (under 18 years of age) at the time services are provided, six (6) years after the client reaches the age of majority or seven (7) years after the record or report is made, whichever is later. After the retention period expires, records are permanently deleted and no longer accessible.**

CONFIDENTIALITY

The law protects the privacy of all communications between a client and a healthcare provider. In most situations, we can only release information about your treatment to others if you sign a written Authorization Form that meets certain legal requirements imposed by the Health Insurance Portability and Accountability Act (HIPAA) and/or Maryland law. However, in the following situations, no authorization is required:

- You should be aware that the LCC employs

administrative staff. In most cases, we need to share protected health information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All LCC staff and professionals are bound by the same rules of confidentiality. All staff have been given training about protecting your privacy and have agreed not to release any information outside of the LCC without specific authorization.

- Disclosures required by health insurers to process claims or to collection agencies to collect overdue fees as discussed in the section above on Collection of Late Fees.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it to them.
- If a client files a complaint or lawsuit against any personnel of the LCC, we may disclose minimum relevant information regarding that client in order to defend against the lawsuit.
- On some occasions our records are audited to ensure that we are adhering to the highest standard of client care. In such cases, identifying data will not be used or recorded by auditors to protect your anonymity and privacy.

There are some situations in which we are legally obligated to take actions which we believe are necessary to attempt to protect others from harm. In doing so, we may have to reveal some information about a client's treatment. These situations are unusual in our practice, but may include:

- If we 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 may require that we file a report with the appropriate government agency, usually the local office of the Department of Social Services or the appropriate law enforcement agency. Once such a report is filed, we may be required to provide additional information.

- If we know that a client has a propensity for violence and the client indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), we may be required to take protective actions. These actions may include establishing and undertaking a treatment 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 we believe that there is an imminent risk that a client will inflict serious physical harm or death on him/herself, or that immediate disclosure is required to provide for the client's emergency health care needs, we may be required to take appropriate protective actions, including hospitalization and/or notifying family members or others who can protect the client.

MINORS & CONSENT

In general, a parent or legal guardian must provide consent for a minor to receive services within the LCC. In cases where parents of a minor child are legally separated or divorced and share legal custody LCC requires that both parents consent for the minor to receive psychological services. If a minor is 16 years of age or older and is seeking treatment for a mental or emotional disorder, the minor may consent to their own treatment. In such circumstances, the minor will

be responsible for any costs related to such diagnosis or treatment.

Even when a parent or guardian consents to treatment on behalf of a minor, we encourage minors to assent to their own assessment and/or treatment as doing so provides acknowledgement of their willingness to participate. In addition, their assent indicates an awareness of the terms of assessment and/or treatment and the limits of confidentiality. In general, parents or legal guardians may examine their minor child's treatment records. However, if a client is 16 years of age or older and is seeking mental health treatment, the client's clinician retains discretion over whether to share treatment information or treatment records with the minor's parent or guardian. While privacy of therapy is very important, particularly with adolescents, parental involvement is also important to successful treatment. It is our general practice to request an agreement from any adolescent age 16 and older, allowing us to share with their parents general information about the progress of treatment and their adolescent's attendance at scheduled sessions. In most circumstances, before giving parents any information outside of treatment progress or attendance, we will discuss the matter with the adolescent, if possible, and do our best to handle any objections he/she may have; however, if we feel that the adolescent is in danger or is a danger to him/herself or someone else, we will notify the parents or guardians of our concern.

CAREGIVERS

In instances where a parent or legal guardian permits a caregiver to bring a minor to the LCC for services, we will require consent from the parent or legal guardian prior to rendering services.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED BY LCC AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

We may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes without your written permission (known as an authorization). To help clarify these terms, here are some definitions:

- “PHI” refers to information in your health record that could identify you.
- “Treatment” is when we provide, coordinate, or manage your health care and other services related to your health care. An example of when we use PHI for your treatment would be when we consult with another health care provider, such as your family physician or another psychologist.
- “Payment” is when we obtain reimbursement for your healthcare. Examples of when we use PHI for payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.

- “Health Care Operations” are activities that relate to the performance and operation of our practice. Examples of when we use PHI for health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “Use” means sharing PHI within the LCC clinics.
- “Disclosure” means sharing PHI outside of the LCC clinics.

II. Uses and Disclosures without Authorization

We may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse – If we have reason to believe that a child has been subjected to abuse or neglect, we must report this belief to the appropriate authorities.
- Vulnerable Adult (including Vulnerable Elderly) Abuse – If we have reason to believe that a vulnerable adult has been subjected to abuse, neglect, self-neglect, or exploitation, we must report this belief to the appropriate authorities.
- Health Oversight Activities – If we receive a subpoena from the Maryland Board of Examiners of Psychologists or the U.S. Department for Health and Human Services Office for Civil Rights because they are investigating our practice, we must disclose any PHI requested by them.

- Judicial and Administrative Proceedings – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under State law, and we will not release information without your written authorization or a court order. The privilege does not apply when the evaluation is court ordered. You will be informed in advance in such cases.
- Serious Threat to Health or Safety – If you communicate a specific threat of imminent harm against another individual, or if we believe that there is clear, imminent risk of physical or mental injury being inflicted against another individual, we may make disclosures that we believe are necessary to protect that individual from harm. If we believe that you present an imminent, serious risk of physical or mental injury or death to yourself, we may make disclosures we consider necessary to protect you from harm.
- Research – Our practice may use and disclose PHI for research or grant writing purposes. Personal data will be adequately encoded to ensure your privacy and anonymity.
- For other purposes as required or permitted by law.

III. Other Uses and Disclosures Requiring Authorization

We may use or disclose your PHI for purposes outside of

treatment, payment, or health care operations or in the scenarios described in section II above only when we have obtained your written Authorization. An Authorization is your written permission to disclose PHI. All Authorizations to disclose your PHI must be on a specific legally required form. Use or disclosures for which an authorization is required include:

1. Psychotherapy Notes. We must obtain an authorization for any use or disclosure of your psychotherapy notes except as required by law or to carry out the following treatment, payment or health care operations:

- a. Use by the originator of the psychotherapy notes for treatment;
- b. Use or disclosure by LCC for our own training programs in which students, trainees or practitioners in mental health learn under supervision to practice or improve their skills in group, joint, family, or individual counseling; or
- c. Use or disclosure by LCC to defend itself in a legal action or other proceeding brought by you.

2. Marketing. We must obtain an authorization for any use or disclosure of protected health information for marketing purposes except if the communication is in the form of a face-to-face communication made by LCC or an LCC staff member to you, or a promotion gift of minimal or nominal value provided to you by LCC.

3. Sale of Protected Health Information. LCC must obtain an authorization for any disclosure of protected health information which would amount to a sale of protected health information.

4. We may use certain information to contact you in the future to raise money for Loyola University of Maryland. The money raised will be used to expand and improve the services and programs we provide the community. You have a right to opt-out of receiving such communications.

You may revoke all such authorizations at any time by providing written notice to LCC. We will discontinue use or disclosure of your PHI as soon as we receive your revocation, but your revocation will not impact uses or disclosure made while your authorization was still in effect.

IV. Client's Rights and Clinician's Duties

When it comes to your PHI, you have certain rights. This section explains your rights and some of our responsibilities with respect to those rights:

- Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of your PHI. In general, we are not required to agree to a restriction you request. However, we are required to agree to your request to restrict disclosures of PHI to a health plan if the disclosure is for the purposes of carrying out payment or healthcare operations and the PHI pertains solely to a health care item or service for which you have paid in full.

- Right to Receive Confidential Communications by Alternative Means and at Alternative Locations – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. For example, you may not want a family member to know that you are being seen at the Loyola Clinical Centers. On your request, we will send your bills to another address.
- Right to Inspect and Copy Your PHI – You have the right to inspect or obtain a copy (or both) of PHI in your medical and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. At your request, we will discuss with you the details of the request and the denial process for PHI.
- Right to Amend – If you believe your PHI is inaccurate or incomplete, you have the right to request an amendment of PHI as long as the PHI is maintained in the records. However, we are not required to grant requests in all circumstances. Contact the LCC Privacy Officer for details on the amendment request process.
- Right to an Accounting – You have the right to request an accounting of disclosures of PHI, which is a list of certain disclosures of PHI that LCC has made in the prior six years. An accounting does not include disclosures made by LCC for treatment, payment, or for health care operations unless required by law, or those made

to you or with your written Authorization. Contact the LCC Privacy Officer for details of the accounting request process.

- Right to a Paper Copy – You have the right to obtain a paper copy of this notice from us upon request.

If you want to exercise any of the rights described above, please contact Kara Vincent, M.S., CCC/SLP, Privacy Officer, at 410-617-1200 or kfvincent@loyola.edu.

Clinician's Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- If we revise policies and procedures, we will post notification in the waiting area.
- We are required to notify you following a breach of your unsecured PHI.

V. Questions and Complaints

If you have questions about this notice, disagree with a decision we make about access to your records, or have other concerns about your privacy rights, you may contact:

Kara Vincent, M.S, CCC/SLP, Privacy Officer, at 410-617-1200 or kfvincent@loyola.edu.

If you believe that your privacy rights have been violated and wish to file a complaint, you may do so by sending your written complaint to Kara Vincent at the following address:

Loyola University Maryland
Loyola Clinical Centers
5911 York Road, Suite 100
Baltimore, MD 21212

You may also file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by visiting www.hhs.gov/ocr/privacy/hipaa/complaints/ or by sending a letter to:

U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
Washington, D.C. 20201

We will not retaliate against you for exercising your right to file a complaint.

V. Effective Date, Restrictions, and Changes to Privacy Policy

This notice will go into effect on September 1, 2024.

We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will post notice of a revision in our waiting room and provide you with a copy, if requested.

**YOUR SIGNATURE ON THE SEPARATE
“CONSENT AND SERVICES AGREEMENT”
FORM INDICATES THAT YOU HAVE READ THIS
AGREEMENT AND AGREE TO ITS TERMS.**

**Thank you for selecting The Loyola Clinical Centers
to assist you with your needs.**

Clinician’s Name:

**Clinician’s Primary Supervisor’s Name and phone
extension:**

**If you wish to receive additional clinician or
supervisor names, please notify your clinician.**

***Please understand that clinician voicemail numbers
are not phone extensions that can be answered.**

Client Consent Agreement for The Loyola Clinical Centers.

The Loyola Clinical Centers is an operating division of Loyola University Maryland. The LCC operates under its own administrative structures and is accountable to the Board of Trustees of Loyola University Maryland.

Version 10 August 2024