PSYCHOTHERAPY INFORMED CONSENT

Welcome to Psychiatric and Psychological Specialties (PPS). This document 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 federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care administration.

Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between you and our practice. Please discuss any questions you have with your therapist.

Federal and state law requires that you understand your rights as clients or the legal guardians of clients. It is our concern for your well being that prompts us to require you read this information carefully and sign where indicated. Please feel free to ask questions should there be anything you do not fully understand. A full copy of this Informed Consent Form will be furnished for your records if requested.

A. PSYCHOLOGICAL SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights you should be aware of. Your therapist also has responsibilities to you. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include: experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. Approaching feelings or thoughts you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with your therapist to be a source of strong feelings, some of them painful at times. It is important that you consider these risks carefully.

Psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often
leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. **But, there are no guarantees about what will happen.** Psychotherapy requires a very active effort on your part.

The first 2-4 sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, your assigned clinician will be able to offer you some initial impressions of what the work might include. At that point, both of you will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with your therapist.

If you have questions about any procedures, please discuss them whenever they arise. If your doubts persist, the office will be happy to help you set up a meeting with another mental health professional for a second opinion.

**B. ISSUES RELATED TO CONFIDENTIALITY**

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. Your therapist cannot and will not tell anyone else what you have disclosed or that you are in therapy without your prior written permission. Under the provisions of the Health Care Information Act of 1992, your therapist will only speak to another health care provider or a member of your family about you with your prior consent. You may direct your therapist to share information with whomever you chose, and you can change your mind and revoke that permission at any time.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever the practice transmits information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

The following are legal exceptions to your right to confidentiality. Your therapist will inform you of any time when he/she thinks they will have to put these into effect:

1. If your clinician has good reason to believe that you will harm another person, your clinician must attempt to inform that person and warn them of your intentions. Your therapist must also contact the police and ask them to protect your intended victim.

2. If your therapist has good reason to believe you are abusing or neglecting a child or vulnerable adult, or if you give your clinician information about someone else who is doing this, your clinician must legally inform Child Protective Services within 48 hours and Adult Protective Services immediately.

3. If you are between the ages of 16 and 18 and you tell your clinician you are having sex with someone more than five years older than you, or sex with a teacher or a
coach, your clinician must also report this to Child Protective Services, even though at age 16 you have the right to consent to sex with someone no more than five years older than you.

4. If your clinician believes you are in imminent danger of harming yourself, your clinician may legally break confidentiality and call the police, for your safety. Your therapist would explore all other options with you before taking this step. If at that point you were unwilling to take steps to guarantee your safety, the police will be called.

Couples Therapy

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in couples therapy:

If you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. Do not tell your therapist anything you wish kept secret from your partner.

Parents and Minors

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. Parents are a vital part of therapy with a child and may be asked to actively participate during the session.

It is our office policy not to provide treatment to a child under age 13 unless s/he agrees that their therapist can share whatever information the therapist consider necessary with a parent. For children 14 and older, our office request an agreement between the client and the parents allowing the clinician to share general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy.

All other communication will require the child’s agreement, unless the therapist feels there is a safety concern (see also above section on Confidentiality for exceptions), in which case the therapist will make every effort to notify the child of his/her intention to disclose information ahead of time and make every effort to handle any objections that are raised.

Professional Records

Your therapist will keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. You have the right to request your therapist correct any errors in your file. You have the right to
request a copy of your file be available to any other health care provider at your written request. Your records are maintained in secure cabinets and rooms every evening.

Our clinicians are required to keep appropriate records of the psychological services that are provided. We keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records received from other providers, copies of records sent to others, and your billing records.

Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, it is highly recommended that you initially review them with your treating clinician, or have them forwarded to another mental health professional to discuss the contents. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

**Diagnosis**

If a third party such as an insurance company is paying for part of your bill, the practice is required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms which describe the nature of your problems and usually something about whether they are short-term or long-term problems. You are encouraged to discuss the use of a diagnosis with your therapist.

**Confidentiality of e-mail, cell phone, and fax communication**

Please be aware that e-mail and cell phone (also cordless phone) communication can be relatively easily accessed by unauthorized people and, hence, the privacy and confidentiality of such communication can be easily compromised. E-mails are vulnerable to such unauthorized access due to the fact servers have unlimited and direct access to all e-mails that go through them. Faxes can be sent erroneously to the wrong number. Please notify your therapist at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above mentioned communication devices.

*Do not use e-mail or faxes in emergency situations.*
C. Logistical Issues

Contacting your Therapist

Your therapist is not immediately available by telephone. You may leave a message with the front office staff and your call will be returned as soon as possible.

If, for any number of unseen reasons, you do not hear from your therapist or your therapist is unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, take the following steps:

1. Contact the front office so they can contact another clinical staff member to assist you
2. Go to your Local Hospital Emergency Room
3. Call 911 and explain your emergency

Your therapist will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering for the practice.

Cancellations

You are responsible for coming to your session on time and at the scheduled time. Sessions last for 45-55 minutes. If you are late, the session will still end on time and not run over into the next person’s session. If you miss a session without canceling, or cancel with less than twenty-four hour notice, you must pay for that session at the next regularly scheduled meeting. These sessions can not be billed to your insurance and are your financial responsibility.

Our office policy and clinical standards require that psychotherapy occur at a minimum frequency of one session per week for at least three months. If you miss three sessions, your therapist reserves the right to terminate treatment and will no longer hold a spot for you on their schedule.

The only exception to this rule about cancellation is if you would endanger yourself by attempting to come (for instance, driving on icy roads without proper tires), or if you or your caregiver has fallen ill suddenly. If you no-show for two sessions in a row and do not respond to attempts to reschedule, our office will assume that you have dropped out of therapy and will make the space available to another individual.

Insurance

In order for us 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. With your permission, the front
office and billing staff will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for informing the front office if/when your coverage changes.

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. Some health insurance plans require advance authorization, without which they may refuse to 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 a lot can be accomplished in short-term therapy, some patients feel they need more services after insurance benefits end. Some managed-care plans will not allow clinicians to provide services to you once your benefits end. If this is the case, our staff will do our best to find another provider who will help you continue your psychotherapy.

Please note that PPS does not participate with any Health Management Organizations (HMO’s) or Managed Behavioral Health Plans such as United Behavioral Health or Magellan Behavior Health.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. Our staff will attempt to obtain authorizations. But PPS can not guarantee that authorizations are always valid. You are responsible for making sure your authorization is obtained and valid, otherwise you will be responsible for full payment of the fee.

Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient. Either amount is to be paid at the time of the visit. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount, which must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This typically means you will be responsible to pay for initial sessions until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year.

Please note that mental health benefits (co-pays, co-insurance, deductibles, session limits, lifetime dollar amount and out of pocket amounts) are frequently not the same as medical benefits.

Once our office staff has all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions.

It is important to remember you always have the right to pay for services yourself to avoid the problems described above, unless prohibited by a provider contract.
If our practice is not a participating provider for your insurance plan, you will be supplied with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, our staff can provide appropriate referrals.

Payment for Professional Services

You are responsible for paying for your treatment monthly unless we have made other firm arrangements in advance. The session fees vary depending on length and type of treatment.

If you have insurance, you are responsible for providing the front office with the information needed to send in your bill. You must pay your deductible at the beginning of each calendar and/or fiscal year if it applies and any co-payment at each session. You must arrange for any pre-authorizations necessary. The billing manager will bill directly to your insurance company via electronic means. You must provide your complete insurance identification information, and the complete address of the insurance company. If a check is mailed to you to cover your balance due, you are responsible for paying PPS that amount at the time of our next appointment. If the insurance over-pays PPS, you will be credited.

If you do not pay your bill/debt, PPS reserves the right to give your name and the amount due to a collection agency.

Complaints

If you're unhappy with what's happening in therapy, please speak with your therapist so they can respond to your concerns. Your therapist will take such criticism seriously, and with care and respect. If you believe your therapist unwilling to listen and respond, or her/she has behaved unethically, you can complain about his/her behavior to the Examining Board for Psychology, Department of Health.

You may also request to be referred to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about your therapist’s specific training and experience. You have the right to expect your therapist will not have social or sexual relationships with clients or with former clients.
Termination of Therapy

You normally will be the one who decides therapy will end, with three exceptions:

1. If you and your therapist have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract.
2. If your therapist believes he/she is not able to help you, because of the kind of problem you have or because of his/her training and skills are not appropriate. You will be informed of this fact and referred to another therapist who may meet your needs.
3. If you verbally or physically attack, threaten, or harass your therapist, the office, any of the staff or significant others, your therapist reserves the right to terminate you unilaterally and immediately from treatment.

If you are terminated from therapy, your therapist will offer you referrals to other sources of care, but cannot guarantee they will accept you for therapy.

Litigation Limitation

Due to the nature of the therapeutic process and the fact it often involves making a full disclosure with regard to many matters that may be of a confidential nature, it is agreed should there be legal proceedings (such as, but not limited to, divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney, nor anyone else acting on your behalf will call on your therapist to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.
C. CLIENT CONSENT TO PSYCHOTHERAPY AT PSYCHIATRIC AND PSYCHOLOGICAL SPECIALTIES

I have read this statement, had sufficient time to be sure I considered it carefully, asked any questions I needed to, and understand it.

I understand the limits to confidentiality required by law.

I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process.

I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy at Psychiatric and Psychological Specialties.

I know I can end therapy at any time I wish and I can refuse any requests or suggestions made by my therapist.

I understand PPS utilizes a systemic approach and my treating therapist/s and psychopharmacologist will be communicating on a regular basis.

I understand PPS has not issued, and will not issue, any guarantee of cure or treatment effects or number of sessions necessary.

I have read and fully understand this agreement and the stated policies.

I am over the age of thirteen. I enter into this agreement voluntarily with competency and understanding and knowledge of the consequences.

________________________________________
Print your full name

________________________________________
Signature of Client/Legal Guardian Date

________________________________________
Name of Therapist

________________________________________
Signature of Therapist: Reviewed and Discussed Date