

## **Informed Consent to Treatment** (As required by HIPAA and the State of Wisconsin)

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), which is a new federal law that provides new privacy protections and new client rights with regard to the use and disclosure of your Protected Health Information (PHI). HIPAA requires that I provide you with a Notice Form about the use and disclosure of your Protected Health Information for treatment, payment and health care operations. I have available at first session and upon request. The Notice Form explains the HIPAA law and its application to your personal health information in greater detail. The law also requires that I obtain your signature acknowledging that I have provided you with this information at the end of your first session. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures, and I will ask you to sign this Agreement.

When you sign this document, it will represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

**PSYCHOLOGICAL SERVICES:** Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our time together may include. You should evaluate this information along with your own opinion of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If needed, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

**SESSIONS:** Individual sessions are customarily 50 minutes, including time spent scheduling appointments and paying fees. Longer or more frequent sessions can be arranged as necessary. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. It is important to note that insurance companies (if at such time you choose to use them) do not provide reimbursement for cancelled sessions so the total cost of the session is your responsibility.

**PROFESSIONAL FEES:** My hourly fee is \$75-\$125 for the initial evaluation session and \$75-\$125 for subsequent sessions. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than ten 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 me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$185 per hour for preparation and \$200 per hour for attendance at any legal proceeding, including travel time.

**CONTACTING ME:** I have a 24-hour confidential voice mailbox, at which you may leave a message. I do not use a beeper, but I do check for messages regularly and will return calls as promptly as possible. I will make every effort to return your call on the same day you make it, with the exception of noted vacation time and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you need more immediate attention, you have several options: call a friend or another member of your support network; call your psychiatrist (if you have one) or your primary care physician; contact your local

county mental health center, go to the nearest emergency room, dial 911. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

**LIMITS ON CONFIDENTIALITY:** The law protects the privacy of all communications between a client and a psychotherapist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides written advance consent for activities such as those outlined below:

- I regularly consult with other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. I will note all consultations in your clinical record. Unlicensed clinicians are required to obtain regular supervision. If this applies to your psychotherapist, the name and phone number of the supervisor are noted.

- You should be aware that I practice with other mental health professionals and in some instances, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, on-call coverage, and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. · Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement.

- If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

There are some situations where I am permitted or required to disclose information without either your consent or your written authorization.

- If you are involved in a court proceeding and a request is made for information concerning my professional services, such information is protected by the psychotherapist-client privilege law. I cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney. · If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself. · If a client files a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all medical reports and bills.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm, and I may have to reveal some information about your treatment.

These situations are unusual in my practice.

- If I have reason to believe that a child has been abused, the law requires that I file a report with the appropriate governmental agency, usually the Department of Human Resources. Once such a report is filed, I may be required to provide additional information. · If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report to an agency designated by the Department of Human Resources. Once such a report is filed, I may be required to provide additional information.

- If I determine that a client presents a serious danger of violence to another, I may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the client.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am 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, I keep the clinical record on you divided into two sections. One section constitutes your Protected Health Information. It may include information such as your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier (if you choose to use one). Except in unusual circumstances that involve danger to yourself or others or makes reference to another person (unless such

other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person, or if information is supplied to me confidentially by others, you or your legal representative may examine and/or receive a copy of your clinical record, if you request it in writing. Because these are professional records, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, I am allowed to charge a copying fee of 25 cents per page (and for certain other expenses). The exceptions to this policy are contained in the Notice Form. If I refuse your request for access to your records, you have a right of review (except for information provided to me confidentially by others) which I will discuss with you upon request.

The second section of your file contains my psychotherapy notes (also known as process notes). These notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of psychotherapy notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Protected Health Information. They may also include information supplied to me confidentially by others. These psychotherapy notes are kept separate from your Protected Health Information. Your psychotherapy notes are not available to you and cannot be sent to anyone else, including insurance companies (if you choose to use one) without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

**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 I 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 and the Notice Form. I am happy to discuss any of these rights with you.

**MINORS & PARENTS:** Clients under 18 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 I believe that doing so would endanger the child or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will 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 I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best 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 we agree otherwise or unless you have coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

**INSURANCE REIMBURSEMENT:** I currently accept only fee for service payable by check, cash, or credit card.

**DISCONTINUATION OF TREATMENT:** Either of us may elect to discontinue treatment at any time. It is desirable to have a final closing session if a decision to discontinue treatment is made. If the decision to discontinue is made, I will be glad to provide you with names of other referral sources if you so desire.

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

Date: \_\_\_\_\_ Printed Name \_\_\_\_\_ Signature: \_\_\_\_\_