

Anita Kemp, Ph.D.
PSY14770
530-222-5253

INFORMED CONSENT TO PSYCHOTHERAPY AGREEMENT

Welcome to my practice. This document contains important information about my 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 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 I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice which is given with this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. 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 me unless 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 particular problems the client brings forward. There are many different methods I may use to deal with the problems you hope to address. I will discuss your options with you. Psychotherapy requires 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, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. 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.

At the end of the consultation and assessment sessions, I will offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. If you have any questions about my procedures, we should discuss them whenever they arise.

Meetings:

I normally conduct an evaluation that will last from 1 to 2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, sessions are usually 45-minutes as set by

insurance companies and may be scheduled weekly or every other week. Once an appointment is scheduled you will be expected to pay for it unless you provide 24 hours notice or we can reschedule within the same week. Please note that insurance and managed care plans will not pay for missed sessions and you will be responsible.

Termination of Treatment:

The therapist may terminate treatment if the treatment plan is not being followed by the client, if the client is not refraining from dangerous practices, if the client is not following through with recommendations such as a psychiatric evaluation, if some problem emerges that is not within the scope of competence of the therapist, or if payment is not timely. The usual minimal termination for an ongoing treatment process is 2 to 3 sessions. Clients have the right to refuse or to discontinue services at any time.

Professional Fees:

My hourly fee is \$150 or as set by insurance/managed care contract. I charge this amount for other professional services (except legal) 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 5 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$200 per hour for preparation and attendance at any legal proceeding, payable in advance. Client is responsible for all legal costs arising out of my contact with him/her.

Note on Cancellations and Missed Appointments:

Cancellations must be made 24 hours in advance; otherwise, you will be held responsible for the session fee. Insurance will not pay for missed appointments.

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 insurance coverage and I have agreed to bill them. In the latter case you will be expected to pay for copays at the time of the session. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment plan.

Insurance Reimbursement:

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees, It is very important that you find out exactly what mental health services your insurance policy covers.

You should also be aware that insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare

cases). Be aware that you may have authorized this release of information from your insurance company when you signed up for benefits from them. In such situations, I 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 file. Though all insurance companies claim to keep such information confidential, I have 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 data bank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by contract.

Contacting Me:

I am often not immediately available by telephone. While I am usually in my office between 9 a.m. and 5:00 p.m. during the week, I will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by an answering machine that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact Shasta County Mental Health at 225-5200 or Helpline at 225-5252 in Redding or 911. In Mt. Shasta, contact Yreka Behavioral Health at 1-800-452-3669 or 918-7200. You may also go to any emergency room for help. 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 patient and a psychologist. 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 state law and/or HIPAA. But there are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- ✓ I may occasionally find it helpful to 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 patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called PHI).
- ✓ Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- ✓ If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for the patient, or to contact family members or others who can help provide protection.

- ✓ If you are involved in a court proceeding and a request is made for information about the professional services that I have provided to you and/or the records thereof, such information is protected by psychologist-patient privilege law. I cannot provide any information without you or your legally-appointed representative's written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required) has stated valid legal grounds for obtaining PHI, and I do not have grounds for objecting under state law (or you have instructed me not to object). If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- ✓ If a government agency is requesting the information for health oversight activities pursuant to their legal authority, I may be required to provide it for them.
- ✓ If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- ✓ If a patient files a worker's compensation claim, I must, upon appropriate request, disclose information relevant to the claimant's condition, to the worker's compensation insurer.

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 a patient's treatment.

- If I have knowledge of a child under 18 or I reasonably suspect that a child under 18 that I have observed has been the victim of child abuse or neglect, the law requires that I file a report with the appropriate governmental agency. I also may make a report if I know or suspect that mental suffering has been inflicted upon a child or that his or her emotional well-being is endangered in any other way (other than physical or sexual abuse, or neglect). Once such a report is filed, I may be required to provide additional information.
- If I observe or have knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credible reports that he or she has experienced behavior including an act or omission constituting the above, or reasonably suspects that abuse, the law requires that I report to the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient, or contact others who can assist in protecting the victim.
- If I have reasonable cause to believe that the patient is in such mental or emotional condition as to be dangerous to him or herself, I may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can provide protection.

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.

Professional Records:

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that disclosure would physically endanger you and/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 where information has been supplied to me confidentially by others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because there are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, 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. There will be a copying fee of 25 cents per page. If I refuse your request for access to your records, you have a right of review (except for information supplied to me confidentially by others) which I will discuss with you upon request.

Patient Rights:

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records 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 Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

Minors:

Patients under 18 years of age who are not emancipated can consent to psychological services subject to the involvement of their parents or guardian unless the psychologist determines that their involvement would be inappropriate. A patient over the age of 12 may consent to psychological services if he or she is mature enough to participate intelligently in such services, and the minor patient either would present a danger of serious physical or mental harm to him or herself or others, or is the alleged victim of incest or child abuse. In addition, patients over age 12 may consent to alcohol and drug treatment in some circumstance. However, unemancipated patients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records unless I determine that access would have a detrimental effect only professional relationship with the patient, or to his/her physical safety or psychological well-being. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement is also essential, it is usually my policy to request an agreement with minors over the age of 12 and their parents about

access to information. This agreement provides that during treatment, I will provide parents with only general information about the progress of treatment, the patient’s 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.

Divorce and Custody Issues;

If you ever become involved in a divorce or custody dispute and are my therapy client or your child/teen is my therapy client, I want you to understand and agree that I will not provide evaluations or expert testimony in court. You should hire a different mental health professional for any evaluations or testimony you require. This position is based on two reasons: (1) My statements will be seen as biased in your favor because we have a therapy relationship; and, (2) the testimony might affect our therapy relationship, and I must put this relationship first.

It is important that we discuss any questions or concerns you have about any of the above material. I will be happy to discuss these with you at our next meeting.

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

Signature of Client

Date

Signature of Parent or Guardian

Date

I, the therapist, have discussed the issues above, including fees, diagnosis, and treatment plan and answered all questions with my client. My observations of this client’s behavior and responses give me no reason, in my professional judgment, to believe that this person is not fully competent to give informed and willing consent.

Signature of therapist

Date

Note: This is an independent private Psychology practice. There is no business relationship with any of the other persons occupying this building,