

Denton Psychological Services Consent for Treatment

Welcome to Denton Psychological Services. This document/agreement contains important information about 1) our professional services, 2) summary information about the Health Insurance Portability and Accountability Act (HIPAA) and confidentiality, and 3) our business practices. Although a bit long and complex, it is important that you read it carefully and ask any questions you might have today or before our next session. We will give you a copy to take home. When you sign this document, it will represent an agreement between us. However, you may revoke this agreement in writing at any time. That revocation will be binding unless a) DPS has already taken action in reliance on it, b) has legal obligations imposed on it by a court of jurisdiction, or c) if you have not satisfied financial obligations you have incurred.

Purpose and Mission of Denton Psychological Services

Denton Psychological Services aims to provide quality psychotherapy, assessment, and forensic services to the community of Denton and the surrounding areas. We strive to be an open and welcoming establishment. No client will be turned away based on race, creed, gender, lifestyle, or disability.

Health Insurance Portability and Accountability Act (HIPAA)

A new federal law, HIPAA, provides new privacy protections for medical records and new 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 DPS 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 attached to this agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that DPS has provided you with this information at the end of this session.

Psychotherapy

Psychological interventions including psychotherapy are not easy to describe in a few general statements. Effective treatment depends upon the particular problems you are experiencing, as well as personality factors and establishing a good clinician-client alliance. In an important respect, psychotherapy is dissimilar to visiting a physician in that it calls for more active effort on your part. For therapy to be most successful, we recommend you work on the things we talk about both during the sessions and at home. Psychological treatment includes potential for some risk as well as benefits. Since therapy involves discussing unpleasant aspects of your life, you may experience feelings, which may be temporarily uncomfortable. On the other hand, psychological treatment has been known to produce many benefits such as a reduction in distress, solutions to specific problems, and better relationships. There can be no guarantees of what you will experience. DPS attempts to minimize risks by providing well trained clinicians and by frequent conversations with you about your progress.

The first few sessions will involve an evaluation of your needs. By the end of this evaluation period, your clinician will be able to offer you an initial impression of your needs and

a plan for what treatment might include, if you decide to continue with therapy. If you ever have any questions about procedures, you should discuss them whenever they arise.

DPS hours vary during the week. DPS provides full time voice mail, but you may not be able to reach your clinician who may be out of the office or seeing other clients. Your clinician will make every effort to return your call as soon as possible. If you are difficult to reach, please inform your clinician of times you might be available. DPS does not provide emergency services (see Emergency Care and Crisis Situations).

Assessment

Clients seeking a psychological assessment will have varying needs. A separate agreement will be signed prior to beginning an assessment. The process involves a background interview during which your clinician will ask questions about many areas of your life. Tests are then selected based on the questions the evaluation is trying to answer. The assessment may be completed in one session or a series of a few sessions. Your clinician will then prepare a report, which will be explained to you or to the referral source depending on the situation.

Collaborative Law

Persons seeking collaborative law services will also sign a separate agreement specific to that process. Your clinician's role in those cases will be that of a coach, consultant, and coordinator. However, your clinician will not be doing psychotherapy with you.

Co-Parent Facilitation

Again, if you are seeking co-parent facilitation services, you will be signing a separate agreement specific to that service. Similar to the collaborative law services offered at DPS, the clinician providing co-parent facilitation will not be functioning as a therapist. Rather, your clinician will be more like a trainer or coach in assisting you and your co-parent to work together more successfully for the benefit of your children.

Confidentiality

Texas law protects the privacy of communications between a client and a psychologist. Every effort will be made to keep your evaluation and treatment strictly confidential. In most situations, DPS will only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements.

In the following situations, no authorization is required:

a) Clinical information about your case may be shared fully within DPS by the staff for purposes of supervision where applicable. If DPS staff present case information at professional conferences, the information will be disguised such that it is impossible to link the information to you or your family.

b) Personal information is also shared for DPS administrative purposes such as scheduling, billing, and quality assurance. DPS files are also available to insurance company auditors. Data contained in your file are available for archival research (i.e., reviews of records to describe DPS

referrals, outcomes, and trends) as long as your identity cannot be linked to the data used. All staff members have been given training about protecting your privacy and have agreed not to disclose any information without authorization or approval of the DPS Director in mandated reporting situations (see Limits to Confidentiality).

c) On occasion, DPS may find it helpful to consult with another health or mental health professional. During such a consultation, every effort is made to avoid revealing the identity of the client. The other professional is legally bound to keep the information confidential. If you do not object, it is our policy to tell you about such consultations only if it is important to you and your clinician working together. All consultations are noted in the client's record.

d) Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement.

Limits to Confidentiality

There are situations where DPS may be required or permitted to disclose information without your authorization. These situations are unusual at DPS. These include:

a) If DPS has knowledge, evidence, or reasonable concern regarding the abuse or neglect of a child, elderly person, or disabled person, it is required to file a report with the appropriate agency, usually the Department of Health and Human Services. Once such a report is filed, we may be required to provide additional information.

b) If a client communicates an explicit threat of serious physical harm and has the apparent intent and ability to carry out such a threat, DPS may be required to take protective actions. These actions may include contacting the police and/or seeking hospitalization for the client.

c) If we believe that there is an imminent or even, in our judgment, high risk that a client will physically harm himself or herself, we will also take protective actions (See Care during Crisis Situations).

d) Although courts have recognized a clinician-client privilege, there may be circumstances in which a court would order DPS to disclose personal health or treatment information. We also may be required to provide information about court ordered evaluations or treatments. If you are involved in, or contemplating litigation, you could consult with an attorney to determine whether a court would be likely to order DPS to disclose information.

e) DPS is required to provide information requested by a legal guardian of a minor child, including a non-custodial parent.

f) If a government agency is requesting information for health oversight activities or to prevent terrorism (Patriot Act), DPS may be required to provide it.

g) If a client files a worker's compensation case, DPS may be required, upon appropriate request, to provide all clinical information relevant to or bearing upon the injury for which the claim was filed.

h) If a client files a complaint or lawsuit against DPS or professional staff, DPS may disclose relevant information regarding the client in order to defend itself.

If any of these situations were to arise, DPS would make every effort to fully discuss it with you before taking action, and would limit 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 you discuss any questions you have with us now or in the future. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed.

Emergency Care and Crisis Situations

Denton Psychological Services is not able to provide emergency services or psychiatric medications. Individuals who, because of psychiatric difficulties, need substantial case management, on-going medication adjustments, and/or emergency clinician access, are generally only appropriate for DPS during times of stability of their illness.

DPS clients who are experiencing a crisis are encouraged to discuss this with their clinician as soon as possible so that a crisis plan can be developed. A crisis may be generally defined as a situation or period in which the person's usual coping resources fail, and they experience a state of psychological disequilibrium in which they may be at risk for impulsive or harmful behavior. There are many examples of crisis situations, which may include: a client who is struggling with suicidal thoughts, a teenager who under distress runs away from home, a psychotic client who experiences severe symptoms such as hallucinations or paranoia because they have discontinued medications, and an alcohol/drug client who relapses to uncontrolled drug use with danger of overdose or serious harm. Such clients may or may not constitute an imminent danger to themselves or others; nevertheless, sometimes a judgment must be made to protect the client.

The policy of DPS to which you consent as a client is to provide conservative treatment during a crisis situation. Your clinician would work with you to establish a plan to restore normal functioning as soon as possible. In addition to coping skills and possible environmental changes, this may include consultation with your physician, or if necessary, a family member or significant others. DPS may divulge your client status and the minimal treatment information necessary to protect you during a crisis period. The need for such action will be discussed with you beforehand if at all possible. This exception to normal confidentiality would remain in effect until the crisis is over or your care has been successfully transferred to another mental health provider or treatment program. This crisis policy requires you trust in our professional judgment to balance risks with your rights to confidentiality.

DPS instructs clients who cannot reach us and are having an emergency to contact their physician or other community resources directly such as 911 or MHMR Crisis Line (800-762-0157).

Professional Records and Client Rights

The laws and standards of the psychology profession require that DPS keep Protected Health Information (PHI) about you in your clinical record. Generally, you may examine and/or receive a copy of your clinical record, if you request it in writing. There are a few exceptions to this access: 1) some of the unusual circumstances described above, 2) when the record makes reference to another person (other than a health care provider) and we believe that access is reasonably likely to cause substantial harm to that other person, or 3) where information has been supplied confidentially by others. Also, the clinic will not release copyrighted test information or raw data. Because these are professional records, they can be misinterpreted. For this reason, DPS recommends that you initially review them in the presence of your clinician, or have them forwarded to another mental health professional so you can discuss the contents. DPS keeps no additional notes (sometimes called psychotherapy or process notes) beyond the clinical record. In most circumstances, DPS is allowed to charge a copying fee for re-producing your records. If DPS refuses your request for access to your records, you have the right of a review of this decision (except for information supplied confidentially by others), which the DPS Director will discuss with you upon request.

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 DPS 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 were sent; having any complaints you make about DPS policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. Your clinician or the DPS Director will be happy to discuss any of these rights with you.

Minors and Parents

Please be informed that according to Texas law, any person with legal rights pertaining to a child (e.g., legal guardian or non-custodial parent) may have the legal right to terminate the child's therapy unless that person has given his/her signed, informed consent. As stated earlier, DPS will honor requests for information by a legal guardian of a minor child.

Clients under 18 years of age who are not emancipated from their parents should be aware that the law allows parents to examine their clinical records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is DPS policy to request an agreement from parents that they consent to give up their access to their child's records. If parents agree, DPS will provide them only with general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Parents may be provided a summary of their child's treatment when it is complete. Other communications will require teenager assent, unless DPS feels it is a crisis situation including personal risk or physical danger to the minor. If possible, such disclosures would be discussed beforehand with the teenager to minimize his/her objections and concerns.

Fees, Billing and Payment Policy

The fee for therapy sessions at DPS is \$120 per clinical hour (45-50 minutes). Clients are charged and asked to pay regularly at the time services are delivered. It is DPS practice to bill you for missed appointments unless you cancel 24 hours in advance of the appointment. Fees for testing and other court-related services are often initially paid as a retainer, which is determined on a case by case basis.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, DPS has the option of using legal means to secure payment. This may involve contracting with a collection agency which requires us to disclose otherwise confidential information. In most collection situations, the only information DPS releases is the client's name, contact information such as address, the nature of the services provided, and the amount due.

If you wish to apply for payment under a health insurance policy, DPS will work with your insurance company as long as your clinician is a contracted provider covered by your policy. It is very important that you understand what your insurance covers and does not cover. Sometimes prior authorization is required for mental health services or the services are limited to a specific number of sessions, certain types of therapy or assessment services, or approved providers. Often court-ordered services are not covered by insurance companies. If necessary, call your plan administrator to have your questions answered. Ultimately, you (not your insurance company) are responsible for full payment of DPS fees.

Summary of Client Responsibilities

As a client of DPS, you agree:

- 1) To keep regular appointments and actively participate in your treatment.
- 2) To attempt any therapeutic assignments you agree to perform.
- 3) To make a commitment to living and using DPS and community resources to solve difficulties. You agree to disclose to your clinician whenever you feel in crisis and/or suicidal, to work with them to come up with a crisis plan, and to give DPS discretion regarding needed disclosures in a crisis situation.
- 4) To not come to DPS under the influence of alcohol or other drugs. If you were to appear intoxicated, and at your clinician's request, you agree to refrain from driving yourself. Failure to do so would require a DUI report.
- 5) To never bring a weapon of any sort to DPS.
- 6) To ask your clinician questions right away if you are uncertain about your evaluation, therapeutic process or any DPS policy.
- 7) To pay agreed upon evaluation and treatment fees or make arrangements to do so.

Informed Consent

Your signature below indicates that you have read this agreement and agree to its terms.

These matters have been explained to you and you fully and freely give consent to receive DPS evaluation and/or treatment services.

Name of Client(s) Please Print

Signature of Client(s) and/or Minor Child

Date

Signature of Legal Representative of Minor Child

Date

Clinician

Date

Last updated 05/01/08