

Informed Consent



PAUL MYERS, Ph.D., LLC
LICENSED PSYCHOLOGIST

Agreement and Informed Consent for Treatment Form

1. Treatment agreement

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), the 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 for use and disclosure of PHI. The notice explains HIPAA and its application to your PHI in greater detail. The law requires that I obtain your signature indicating that you were provided this information at the initiation of services. Although these documents are long and sometimes complex it is important that you read them carefully. We can discuss any questions you have about these forms. When you sign this document it will represent an Agreement or Contract 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.

2. Psychological Services

Psychotherapy and counseling have both risks and benefits associated with them, and there are many varieties of therapy that can be provided. The nature of the therapy you experience will vary depending upon your personality, treatment history, severity and chronicity of concerns, and other factors. All psychotherapy and counseling requires the client to be active and to invest time and energy into tasks and reflections both during and outside of the therapy sessions. The more common risks are that therapy can uncover or stir some uncomfortable emotions, and may lead to changes in relationships, or a worsening of symptoms. However, often these uncomfortable periods are followed with improvements in functioning and movement toward treatment goals. Often therapy leads to better relationships and solutions to specific problems. There is no guarantee about how you will respond to treatment.

It is common for the first (or maybe few) sessions to be a time for evaluation of your needs. It is important for us to consider whether we feel this is a match in terms of expertise, and comfort so that we can be effective in our work together. If it is not a match we can discuss appropriate referral or other adjustments. Therapy involves a large commitment of time, money, and energy. Sometimes you will be asked to complete homework (reading, or practicing a skill) that you and I agree could be helpful in moving you toward outcomes that you have identified. If we agree on a treatment plan, it could involve initial weekly meetings, and sometimes, the meetings become spread out to allow for practice of new skills, or other learning, to be reported upon in session, and when appropriate and financially necessary sessions might be spaced to accommodate budgetary needs of the client. It is also important to know that it may be necessary in some instances that I may recommend you seek a medical or psychiatric evaluation to best meet your health outcome needs or goals. And, if you have had prior treatment it can be very helpful for you to give me permission to access those records for consideration during my overall evaluation of your situation and to inform design of treatment outcomes. Also, sometimes a client may become frustrated with pace of change, or with a direction in treatment. It is often vitally useful to discuss such reactions and perceptions with me so that we can make necessary adjustments to better meet your expectations. Clinical experience has suggested that often such moments create real opportunities for improvement. Finally, if at any time you wish to stop treatment or to request a referral, let me know and I will assist you in those processes.

3. Office Policies

A. Telephone Access

You may call my telephone number 24 hours a day. If it is regular business you should call between 8:00 a.m. and 6:00 p.m. I will answer the telephone when available but will not answer during meetings or client sessions. I will check my messages during the day. This mode of communication is generally used for scheduling appointments. I do not provide psychotherapy via telephone unless by prior agreement. If you are facing a special circumstance you and I may set up a self-care plan that includes an option for 24-hour consultation availability to manage a particular circumstance (e.g., imminent death of a relative, or some other significant current crisis). I cannot provide immediate 24-hour crisis coverage with immediate responses on my own due to limits in technology, mobile phone coverage gaps, driving, and my not being in confidential spaces to respond to the call, as illustrating examples.

B. If you have an emergency that involves an imminent threat of harm to yourself or to others, then you should call 911, or go to the nearest emergency room.

If you wish to avoid an emergency room visit and believe that you can de-escalate your crisis with a consult with a crisis line there are different services depending upon your county of residence:

Multnomah County Crisis Line at (503) 988-4888

Washington County Crisis Line at (503) 291-9111

Clackamas County Crisis Line at (503) 655-8585

Clark County Crisis Line at (360) 696-9560, TTY #711

If you are a military veteran in crisis, please call 1-800-273-TALK (8255) and press 1 for support specific to veterans.

C. Email and Social Media

Email is not a completely confidential method of communication. I will not discuss substantive or clinical information via email, and will not provide clinical advice or guidance via email. My email account is not encrypted and email is frequently prone to misinterpretation. Please do not use email to communicate crisis needs or emergencies, as there is no guarantee for when I will see such notes. Email can be used for scheduling or to transmit blank forms, or billing information, if you give permission for such communication. Fax transmission is a secure method for transmitting completed forms that contain clinical information.

I will not communicate with clients via any social media websites (e.g., Instagram, Facebook, Twitter, LinkedIn, etc.). Even if you are comfortable with being open about our work together, others may perceive a lack of confidentiality and be reluctant to seek services.

D. Billing and Fees

Fees are \$250 for a 55-minute, initial intake/consultation session, and \$200 per standard 55-minute session (i.e., couples, families, individuals). Some clients may establish a service agreeing to 45-minute sessions for \$175. The fee for each appointment is due at the time of the appointment. If insurance is paying a portion of your fee directly to me, you are still required to pay your portion at the time of the appointment. I would appreciate you bringing the cash or check ready so as to save time for addressing your concerns.

Fees may also be charged on a prorated basis for clinical care or professional services you may need or may request of me. These include time spent in writing reports, letters, or summaries on your behalf; telephone consultations initiated by you that last more than 10 minutes, consultation with others on your behalf, and scoring and analysis of evaluation measures or surveys.

In cases where payment is seriously past due and arrangements for payment have not been agreed upon, I have the option of using a collection agency or legal means to secure the payment. If such action is needed its costs will be included in the claim.

E. Appointments and Cancellations

Appointments lengths may be determined by insurance, or by mutual agreement. Intake consultations are 55 minutes unless otherwise agreed to, individual, couples, and family therapy are 55 minutes unless not allowed by insurance, and then some clients may have 45 minute sessions either due to insurance parameters, or due to mutual agreement. I do not provide telephone appointments unless agreed upon in advance, and based on special circumstances involving illness or immobility. Telephone appointments cannot be a last minute response to forgetting an appointment time. Please be aware that many insurance plans will not cover telephone therapy.

Cancellations must be 24 hours in advance or there will be a \$50 charge for the missed appointment, and insurance plans will not cover that charge. Of course, a legitimate reason a 24-hour notice could not be given can be discussed and the charge potentially waived.

4. Health Insurance

If you are using health insurance to pay for services it is important to know what this means. Typically, this means that insurance companies only cover services that are medically necessary, and they may not cover important and distressing interpersonal, family, and mental health concerns that are not categorized as medical. A common example is insurance does not cover "couples" counseling. They also often only cover conditions that are treated with short-term, goal-oriented approaches to

treatment and will not cover longer-term personality, or developmental, or values exploratory work. When services do not meet insurance coverage criteria such as the examples above, the client will be responsible for payment of the incurred fees for services provided.

Insurance companies may limit the number of sessions they will cover in a time period. And, sometimes the treatment plan is reviewed by a utilization review specialist at the insurance company, who will ensure you have a qualifying diagnosis and that we are working toward appropriate treatment goals. If these conditions restrict or limit services desired or needed we can appeal to the insurance company and/or work out a self-pay plan to supplement the needed treatment. Some insurance companies require pre-authorization by the company or by your primary care physician, and some will require reauthorization to continue care beyond an initial authorization. You are responsible for obtaining the initial preauthorization if it is necessary. It would be very helpful to check out these requirements and have arrangements made before our first meeting. If you have questions about any of this, please discuss your questions with me. You remain responsible for the entire bill regardless of whether insurance covers any portion of treatment costs, or whether you are the primary insured person. If it happens that you run out of insurance coverage and we see that you have not completed treatment, we can see if a fee for service payment/appointment schedule is workable, and if not, I will assist you in finding treatment you can afford.

You should also be aware that your contract with your insurance company requires that I provide it with information relevant to the services that I provide to you. If you have an Oregon insurance policy with the state law requirement that by accepting policy benefits, you are deemed to have consented to examination of your Clinical Record for purposes of utilization review, quality assurance, and peer review by the insurance company, then I may provide that information to the insurer for such purposes. Sometimes I am required to provide additional clinical information such as treatment plans, or summaries, or copies of the entire Clinical Record. In such situations I will make every effort to release only the minimum information required to meet the necessary purpose of the request. This information will become part of the insurance company's files and will likely be stored electronically. By signing this Agreement you agree that I can provide requested information to your insurance company.

You always have the option to pay for services out-of-pocket in order to avoid the external involvement in your treatment.

5. Confidentiality and Limits on Confidentiality

Confidentiality is a cornerstone of effective therapy and the law protects privacy of communications between a client and a psychologist. HIPAA allows me to use or disclose confidential information (including but not limited to PHI) for purposes of treatment, payment, and health care operations (see Notice for definitions) with your informed written consent signified by you signing this document. In most other situations outside of treatment, payment, and health care operations, I can only release information about your treatment to others if you sign a written authorization to exchange personal health information that meets state and HIPAA requirements.

However, there are a few important legal exceptions to confidentiality protections. In all appropriate cases, I would communicate with you when a disclosure is necessary.

- A. **Serious threat of harm:** If there is a serious threat of harm that could involve threatening your life, or the life of another, and I judge there is an imminent risk of that harm, I may breach confidentiality to the extent necessary to protect you or others and take actions which could include seeking hospitalization for you or contacting family members or others who can help provide protection. This could also include notifying potential victim(s) or contacting the police.
- B. **Child abuse:** If I have reasonable cause to believe that a child with whom you have had direct contact has been abused or that an adult with whom I have had contact has abused a child, I may be required to report the abuse. In any child abuse investigation, I may be compelled to turn over PHI. Regardless of whether I am required to disclose PHI or to release documents, I also have an ethical obligation to prevent harm to my clients and others. I will use my professional judgment to determine whether it is appropriate to disclose PHI to prevent serious harm.
- C. **Abuse of mentally ill or developmentally disabled adults:** If I have reasonable cause to believe that a mentally ill or developmentally disabled adult, who receives services from a community program or facility, has been abused, I may be required to report the abuse. Additionally, if I have reason to believe that any person with whom I come into contact has abused a mentally ill or developmentally disabled adult, I may be required to report the abuse. Regardless of whether I am required to disclose PHI or to release documents, I also have an ethical obligation to prevent harm to my clients and others. I will use my professional judgment to determine whether it is appropriate to disclose PHI to prevent harm.
- D. **Elder abuse:** If I have reason to believe an elder with whom I have had contact has been abused I may be required to report the abuse. Additionally, if I have reasonable cause to believe an adult with whom I have had contact has abused an elder I may be required to report the abuse.
- E. **Other abuse:** I may have an ethically obligation to disclose your PHI to prevent serious harm to you or others.
- F. **Medical:** I may disclose information that would facilitate treatment of a medical emergency (imminent threat of harm to yourself or others.)

- G. **Subpoena/court orders:** I may be required to release PHI when I receive a valid subpoena, or when I receive a court order to release your PHI without your written consent. I will take steps to communicate such requests/demands to you. If your treatment involves more than one family member please know that my treatment record may contain information about more than one person in your family.
- H. **Government:** If a government agency or the State of Oregon Board of Psychologist Examiners is requesting information for health oversight activities, I may be required to provide it for them. In addition, there are some government requests involving national security which prevent me from revealing to you that I have complied with a request for information about you.
- I. **Legal defense:** If a client files a complaint or lawsuit against me, I may disclose information relevant to that client in order to defend myself.
- J. **Worker's compensation claim:** If you file a worker's compensation claim, this constitutes authorization for me to release your relevant mental health records to involved parties and officials. This would include a past history of complaints or treatment of a condition similar to that involved in the worker's compensation claim.
- K. **Insurance or fee collection:** As disclosed elsewhere in this Agreement, if you ask me to utilize your health insurance, I will likely have to release information regarding your diagnosis and treatment to complete your claim. Most insurance companies also retain the right to conduct periodic audits of records. Similarly, I may pursue collection of overdue fees without further authorization from you.
- L. **When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and the State's Confidentiality Law:** This includes certain narrowly defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or the state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated projects, or for specialized government functions such as fitness for military service, eligibility for VA benefits, and national security or intelligence.
- M. **Colleagues on-call coverage:** When I am away and not taking calls or receiving messages, I will have a professional colleague on call for me. Since this person changes from time to time, if you have an emergency that requires him/her to either talk with you by telephone or set up an office visit, we will not complete a separate authorization but they will adhere to the same standards of privacy and confidentiality described in this document.
- N. **Consultation:** At times I may consult with professional colleagues on your behalf to improve the services that I provide. During a consultation, I strive to conceal your identity. The other professionals are also bound to protect privacy and to keep information confidential. I will assume this is acceptable to you unless you notify me in writing that it is not. If important treatment decisions are a result of these professional consultations, I will inform you and it will be noted in your Clinical Record. The most common form of such consultation is a medication consultation with a prescriber, though a consultation may be with other psychologists, a clergy member, other allied and health professionals.

If any of the above situations occur, whenever possible, I will strive to discuss the situation with you before taking action and I will strive to only share what is essential to meeting the requirements and protecting your privacy. Please discuss with me any questions or concerns that these protections or exceptions present. These situations can be complex and I am not an attorney. In some situations, where specific legal advice is required, formal legal advice may be sought.

6. Professional Records

Pursuant to HIPAA, I am allowed to keep PHI about you in two sets of professional records. The major set constitutes your Clinical Record. It includes information about your reasons for treatment. In most circumstances I will only keep a single Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that we set for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatment records 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.

You may examine and/or receive a copy of your Clinical Record, if you request it in writing, except in unusual circumstances which I judge could involve significant physical danger to yourself or others. Should that be the case, I will provide you with an accurate and representative summary of your Clinical Record if you request it in writing.

If our therapy has involved more than one person as a client, either person is allowed to request access to or authorize release of the Clinical Record, even though the record will contain information about other(s). Because these 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. Generally, I keep your Clinical Record for seven years after your treatment ends, as required by law, or up to 10 years. I have a designated colleague on record with the State Board of Psychologist Examiners who would take over and properly dispose of my professional records should something happen to me.

In most circumstances, legally I am allowed to charge a base fee of \$30 for 10 or fewer pages and a copying fee of \$.50 per page up to 50 pages, then \$.25 per page thereafter. The law may change these parameters, and if so, I will follow the changes made by law. If I refuse your request for access to your Clinical Record, you have the right of review, which I will discuss with you upon request.

In addition, I am permitted by law to keep a separate set of Psychotherapy 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 influence our work together. They may also contain some particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed written authorization. Insurance companies cannot require your authorization as a condition of coverage, nor penalize you in any way for your refusal. If I have made them, you may request to examine and/or receive a copy of your Psychotherapy Notes unless I determine that such disclosure could be injurious to you. PLEASE NOTE, however, that in most cases I do not keep a separate set of Psychotherapy Notes but include all written information, required and otherwise, in your main Clinical Record.

7. Client Rights

HIPAA provides you with several rights with regard to your Clinical Record and disclosures of protected health information (PHI). 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 health 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 attached HIPAA Notice form. HIPAA also gives you the right to restrict disclosures when you have paid for care out-of-pocket and the right to be notified if there is a breach or unauthorized release of your PHI. Please discuss with me any of these rights. Should you wish to utilize any of these rights, please request them in writing and I can provide you with the proper form or procedure.

8. Legal Proceedings and Court Involvement

If you are involved in or anticipate becoming involved in any legal or court-related proceedings, please notify me as soon as possible. It is important for me to understand how, if at all, your involvement in these proceedings might affect our work together. Please be aware that, unless compelled to do so by a court, I will not be party to any legal involvement regarding current or former clients. This policy is maintained to create a safe and respectful atmosphere for the privacy of all my clients and to prevent the misuse of treatment for legal objectives. My goal is to help clients address therapeutic issues, not legal concerns that require an adversarial approach. Clients agree to not involve me in any legal or court proceedings or attempt to obtain treatment records for such proceedings. I may agree to provide testimony in a non-adversarial legal proceeding with your legal consent if I determine that it is in the best interest of the client(s).

However, if you become involved in legal proceedings that do require my participation, regardless of whether you are a current or former client at the time I am called to participate, you will be expected to pay for all of my professional time, even if I am called to testify by another party. The time billed will include any time spent preparing for or attending that litigation, including but not limited to: time spent preparing for testimony or any conference with any attorneys (including telephone conferences), travel time, waiting time, testimony or deposition time (regardless of which side calls me). Because of the difficulty with legal involvement, I charge \$300 per hour for preparation and attendance at any legal proceeding, and my minimum time for court involvement is 4 hours. All fees are to be paid in advance, no less than seven days before any hearing, trial, or deposition.

9. Agreement and Consent to Treatment

Your signature below indicates that you have read this Agreement and agree to its terms. You have been informed of the nature of treatment and of your rights to revoke your consent at any time. Your signature also serves as an acknowledgment that you have received the HIPAA Notice form described above.

Signature of Client

Date

Signature of Client

Date

Signature of Guardian/Authorized Person

Date

This form has been discussed and a copy made available to the client.

Signature of Treatment Provider

Date

I hereby revoke any consent to treatment.

Signature of Client/Authorized Person

Date

(December 2020)