

INFORMED CONSENT TO COUNSELING

Welcome to Bethlehem Counseling Associates, P.C. This agreement contains important information about BCA's professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), 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) used for the purpose of treatment, payment, and health care operations. HIPAA requires that BCA 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 document, explains HIPAA and its application to your personal health information in greater detail. The law requires that BCA obtain your signature acknowledging that BCA has provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. Your BCA professional can discuss any questions you have about the procedures at that time. When you sign the **Informed Consent to Counseling**, it will also represent an agreement between BCA and you. You may revoke this Agreement in writing at any time. That revocation will be binding on BCA unless BCA has taken action in reliance on it; if there are obligations imposed on BCA 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.

MENTAL HEALTH SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the clinician and client, and the particular problems you are experiencing. There are many different methods BCA professionals may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it 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 talked about both during 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.

The first few sessions will involve an evaluation of your needs. By the end of the evaluation, the BCA professional will be able to offer you some first impressions of what therapy will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with the BCA professional. 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 any procedures, you should discuss them with the BCA professional. If your doubts persist, your BCA professional will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

A BCA professional normally conducts an evaluation that lasts from two (2) to four (4) sessions. During this time, you and the BCA professional can both decide if he/she is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, the BCA professional will usually schedule one (1) 50-minute session (one appointment hour of 50 minutes duration) per week at an agreed upon time, although some sessions may be longer or more frequent. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled session.**

PROFESSIONAL FEES

Enclosed is an **Informed Consent Agreement** that provides the fee structure for the services provided at BCA. In addition to weekly appointments, BCA charges this amount for other professional services you may need, though a breakdown of the hourly cost will be made for work periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 30 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 the BCA professional. If you become involved in legal proceedings that require BCA participation, you will be expected to pay for all professional time, including preparation and transportation costs, even if the BCA professional is called to testify by another party. Because of the difficulty of legal involvement, BCA charges a minimum of \$100.00 per hour for preparation and attendance at any legal proceeding.

CONTACTING YOUR BCA PROFESSIONAL

BCA offices are open 8:00 A.M. to 9:00 P.M. Monday through Thursday and 8:00 A.M. to 3:00 P.M. on Friday. Office staff are available to take calls/messages and put you in contact with your personal BCA professional.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a mental health professional. In most situations, professional 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 consent for those activities, as follows:

- BCA professionals find it helpful to consult other health and mental health professionals about a case. During a consultation, the BCA professional makes every effort to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. If you do not object, you will not be told about these consultations unless it is important to the counseling process. All consultations will be noted in your Clinical Record (which is called "PHI" in the **BCA Notice of Policies and Practices to Protect the Privacy of Health Information**).
- You should be aware that BCA is a group of mental health professionals and it employs administrative staff. In most cases, BCA professional and staff need to share your protected information with one another for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- BCA has contracts with accountants, lawyers, and business consultants. As required by HIPAA, BCA has formal business associate contracts with these business(es), in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, BCA can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client seriously threatens to harm himself/herself, BCA may be obligated to seek hospitalizations for him/her, or to contact family members or others who can help provide protection.

There are some situations where a mental health professional is permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services provided to you, such information is protected by the privacy law. BCA 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 to determine whether a court would be likely to order BCA to disclose information.
- If a government agency is requesting the information for health oversight activities, BCA may be required to provide it for them.
- If a client files a complaint or lawsuit against BCA or a BCA professional, BCA may disclose relevant information regarding that client in order to defend BCA or the BCA professional
- If BCA is treating a client who files a worker's compensation claim, BCA may, upon appropriate request, be required to provide otherwise confidential information to your employer.

There are some situations in which BCA is legally obligated to take actions, which are necessary to attempt to protect others from harm and may involve revealing some information about a client's treatment. These situations are unusual in the practice.

- If there is reason to believe that a child who is being evaluated or treated is an abused child, the law requires that BCA file a report with the appropriate government agency, usually the Department of Public Welfare. Once such a report is filed, BCA may be required to provide additional information.
- If there is reason to believe that an elderly person or other adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), the law allows BCA to report this to appropriate authorities, usually the Department of Aging, in the case of an elderly person. Once such a report is filed, BCA may be required to provide additional information.
- If one of BCA's clients presents a specific and immediate threat of serious bodily injury regarding a specifically identified or a reasonably identifiable victim and he/she is likely to carry out the threat or intent, BCA may be required to take protective actions such as warning the potential victim, contacting the police, or initiating proceedings for hospitalization.

If such a situation arises, BCA will make every effort to fully discuss it with you before taking any action and limit the 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 to discuss any questions or concerns that you may have 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.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, BCA professionals keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records received 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. Except in unusual circumstances that involve danger to yourself and others or where information has been supplied by others confidentially, or the record makes reference to another person (unless such other person is a health care provider) and BCA believes that access is reasonably likely to cause substantial harm to such other person, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, BCA recommends that you initially review them in the presence of a BCA professional, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, there is a copying fee of \$1.00 per page. The exceptions to this policy are contained in the attached Notice Form. If BCA refuses your request for access to your records, you have a right of review (except for information supplied confidentially by others) which can be discussed with you upon request.

In addition, there are Psychotherapy Notes in the record. These Notes are for the BCA professionals and are designed to assist in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of conversations, analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to the BCA professional that is not required to be included in your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorizations 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 BCA amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an account 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 BCA policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and BCA privacy policies and procedures. BCA is 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 may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes BCA's 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, the BCA professional will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. BCA 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 the child is in danger or is a danger to someone else, in which case, the BCA professional will notify the parents of their concern. Before giving parents any information the BCA professional will discuss the matter with the child, if possible, and do their 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 agreed otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid in more than 60 days and arrangements for payment have not been agreed upon, BCA has 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 BCA to disclose otherwise confidential information. In most collection situations, the only information BCA releases 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

In order for BCA 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. BCA will complete forms and provide you with whatever assistance is needed to help you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, BCA will provide you with whatever information is available and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, BCA will be willing to call the company on your behalf.

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. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they 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 much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. Some managed-care plans will not cover services to you once your benefits end. If this is the case, the BCA professional provider will do their best to find another provider who will help you continue your psychotherapy, or make other financial arrangements.

You should also be aware that your contract with your health insurance company requires BCA to provide it with information relevant to the services provided to you. BCA is required to provide a clinical diagnosis. Sometimes BCA is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, BCA 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 files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, BCA has 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 databank. BCA will provide you with a copy of any report submitted, if you request it. By signing this Agreement, you agree that BCA can provide requesting 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 that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above.

Your signature on the attached sheet indicates that you have read the information in this document and agree to abide by its terms during the professional relationship.