



CONSENT TO CONSULTATION / ASSESSMENT INTAKE

The following is an agreement to enter into a CONSULTATION/ASSESSMENT PROCESS. The purpose of this process is:

- 1) To affirm the fit between Prepare to Change and you as the client; and
- 2) To determine an appropriate clinician for you.

During the consultation process both you and your clinician can mutually agree to decide to move into psychotherapy treatment together.

Prepare to Change is a counseling center. As such, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of your personal health information for treatment, assessment services, payment, and health care operations. The Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information at the end of your first session.

THE ASSESSMENT PROCESS: Your consultation includes:

- Completion of necessary paperwork;
- A meeting between client and clinician;
- Completion of scheduled assessment(s);
- Scored and interpreted assessment(s); and
- A final report.

It is sometimes necessary to refer you to another clinician. If this occurs, your test results can be transferred to another party with your written permission.

APPOINTMENTS: Your appointment time is reserved for you. It is your responsibility to notify the clinician or office administrator at least 48 hours in advance if you are unable to attend. **Cancellations of appointments less than 48 hours in advance and “no shows” are subject to the full fee for the appointment time.**

LIMITS ON CONFIDENTIALITY: There are some situations in which a clinician is legally obligated to take actions that the clinician believes are necessary to attempt to protect client or others from harm, and the clinician may be required to reveal limited information about a client’s results.

CHILD ABUSE: If a clinician has knowledge of or reasonably suspects a child under 18 has been the victim of child abuse or neglect, the law requires that the clinician file a report with the appropriate government agency. This can include when a clinician reasonably suspects that mental suffering has been inflicted upon a child or that his/her emotional wellbeing is endangered in any other way. It can also include some sexual activity i.e. oral sex among minors under certain conditions. If you have any questions please clarify this with your clinician. Once such a report is filed, the clinician may be required to provide additional information.

DANGER TO SELF: If a clinician has **reasonable cause to believe that the client is in such mental or emotional condition as to be dangerous to oneself**, the clinician may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can help provide protection.

THREAT OF VIOLENCE TO OTHERS: If a client communicates a **serious threat of physical violence against an identifiable victim**, the clinician must take protective actions, including notifying the potential victim and contacting the police. The clinician may also seek hospitalization of the client or contact others who can assist in protecting the victim.

ELDER/DEPENDENT ADULT ABUSE: If a clinician observes or has 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 credibly reports that he/she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, the law requires that the clinician report to the appropriate government agency. Once such a report is filed, the clinician may be required to provide additional information. **If such a situation arises, your clinician will limit disclosures to what is necessary.**

PRIVACY: The law protects the privacy of all communications between a client and a clinician. In most situations, your clinician can only release information about your assessment results to others if you sign a written Authorization Form that meets certain legal requirements imposed by state law and/or HIPAA. **However, there are some situations where your clinician is permitted or required to disclose information without either your consent or authorization:**

CONSULTATION: Your clinician may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, he/she will make every effort to avoid revealing the identity of clients. The other professionals are also legally bound to keep the information confidential. Your clinician may not discuss these consultations with you unless he/she feels that it is important to your work together. All consultations are noted in your Clinical Record.

ADMINISTRATIVE STAFF: Your clinician may need to share protected information with administrative staff for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All our mental health professionals are bound by the same rules of confidentiality, and 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.

COLLECTION: Disclosures required to collect overdue fees are discussed elsewhere in this Agreement. If you do not pay your fee, we are legally permitted to contact a collection agency.

COURT PROCEEDINGS: If you are involved in a court proceedings and a request is made for information about the professional services provided to you, such information is protected by clinician-patient privilege law, and will be provided only with your (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) and has stated valid legal grounds for obtaining PHI and your clinician does not have grounds for objecting under state law (or you have instructed him or her 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 your clinician to disclose information.

GOVERNMENT AGENCIES: If a government agency is requesting the information for health oversight activities pursuant to their legal authority, your clinician may be required to provide it for them.

LAWSUITS: If a client files a complaint or lawsuit against his/her clinician, relevant information may be disclosed regarding that client, without client consent in order for the clinician to defend themselves.

WORKER'S COMPENSATION: If a client files a worker's compensation claim, the clinician must, upon appropriate request, disclose information relevant to the claimant's condition to the worker's compensation insurer.

NON-EMANCIPATED MINOR CLIENTS under 18 years of age can consent to psychological services subject to the involvement of their parents or guardian. The following statutes may be applicable in this situation:

- Clinician must determine whether or not parental involvement will be inappropriate for the minor.
- Minors over 12 years of age may participate intelligently in therapy services when the minor client either would present a danger of serious physical or mental harm to him/herself or others, or is the alleged victim of incest or child abuse.
- Minors over 12 years of age may independently consent to alcohol and drug treatment.

- Parents or guardians of clients under 18 years of age who are not emancipated may be allowed to examine their child's records unless the clinician determines that access would have a detrimental effect on the professional relationship with the client, or to his/her physical safety or psychological well-being.
- Minors over 12 years of age will be required to sign a consent to consultation or assessment and the clinician may provide parents or guardians with only general information about the progress of the treatment or assessment results, a summary of treatment or assessment results, and the client's attendance at scheduled sessions. Any other communication will require the minor's authorization, unless the clinician believes that the child is in danger or is a danger to someone else, in which case, the clinician will notify the parents or guardians of such concerns. Before giving parents any information, the clinician will discuss the matter with the minor, if possible, and try to handle any of the clinician's objectives.

PAYMENT & FEES: You are expected to pay for services at the time they are rendered unless other arrangements have been made. Services are rendered and charged to the client when no insurance is involved or for insurance plans that are out-of-network. Your clinician can provide you with a SuperBill to submit to your insurance company for reimbursement.

You may incur charges for phone calls lasting more than 15 minutes or letters and testing fees. There is a \$20.00 charge for returned checks. The client agrees to be responsible for the payment of the quoted assessment price, which is to be paid at 50% at the time of the assessment and 50% at the time of the report delivery. If client has in-network insurance, your provider will submit a request for reimbursement providing the co-pay and/or deductible is paid by client at time of service. The client listed below understands that he/she is responsible for payment, even though there may be partial or all insurance reimbursement.

Your signature below indicates that you have read this Agreement, agree to its terms, and acknowledge that you have received the HIPAA notice form described above. Please feel free to discuss any concerns you may have with your clinician as they arise. This form is a HIPAA document and complies with both state and federal requirements.

CLIENT NAME: _____

Authorized Signature for Client

Date

If Client authorizes assessment results released to another individual, please indicate name and contact information below:

