

# Child and Adolescent Psychology Professionals

## Consent For Treatment

### Introduction

Welcome! As a new patient, Dr. Gina De Simone looks forward to working with you, your family, and your child(ren). Informed consent is requested as part of psychological treatment, and this document clarifies the agreement of services including definitions, limits of confidentiality, legal consent, financial and procedural terms, and records maintenance. Please read this document carefully and speak with Dr. De Simone should you have any questions. You have a right to revoke informed consent at any time.

### Therapy

Psychotherapy typically begins after an initial assessment or what is also referred to as an “intake” session. During this appointment, extensive background information is collected to inform diagnosis and treatment planning, after which therapy can begin. Likewise, you will be asked to complete the Registration form and provide contact and financial information; a copy of your insurance card (if applicable) and photo identification will be requested; and you will be provided with a receipt for services. You and your child(ren) may be interviewed together and/or separately. This initial phase is also a good opportunity to size up the match between your needs and the services, policies, and treatment methodology of the treatment provider.

The relationship between feelings, thoughts, and behavior is crucial to understanding the issues that affect being successful in life. Your treatment provider may utilize a variety of strategies including psycho-educational, cognitive behavioral, psychodynamic, interpersonal, play, family, and group approaches, while integrating developmental and biological influences. It is important to understand an individual from his or her own unique biological, social/emotional, familial, cultural, environmental experience.

Individual, child, and/or family therapy can offer you or your family members a chance to express ideas and concerns to better understand your situation and to learn new ways to solve problems. However, there are sometimes risks within this process. Success of the therapy process will be influenced by the time, effort, and willingness of all who are involved. As therapy is a collaborative process, communication is imperative to discuss expectations, determine goals, and evaluate progress. At times, you or your child might experience feelings that are uncomfortable and difficult. Dr. De Simone is available to discuss these concerns openly with you and will provide an accurate and fair assessment that will help guide your treatment-planning/goal setting.

### Treatment Planning

A treatment plan will be developed collaboratively with you [and your child(ren), if developmentally appropriate] in an effort to identify treatment goals and provide a guide for the treatment process. These goals provide a focus for treatment and will be evaluated throughout the course of treatment with your input to ensure satisfactory progress is being achieved. Your written consent will be obtained for each treatment plan. At the close of treatment, a brief summary will be completed reflecting his or her overall progress in therapy.

### Psychological Assessment

Dr. De Simone may ask you to complete psychological and/or psychoeducational measures (e.g. questionnaires, behavior rating scales, personality measures, etc.) in order to inform diagnosis and treatment planning, make educational recommendations, and/or evaluate the outcome or efficacy of treatment. While outcomes from these measures will be discussed with you and integrated into the overall treatment plan, any assessment protocol can only be released to professionals/ clinicians who are trained to interpret such information and will only be released to such an individual with your written consent. **Additional personality testing is billed at \$50.00.**

### Limits of Confidentiality

Information that is discussed with Dr. De Simone is confidential and can only be released to others outside of this facility with your written consent, or as required by law (e.g. Court Order). There are some exceptions

to confidentiality. Confidentiality is limited in matters pertaining to: (1) threat of harm to self or to another person; (2) physical/sexual abuse or neglect of minors, persons with disabilities, and the elderly-current or past; (3) legal activity resulting in a Court order; or (4) in accordance with the law. Gina De Simone, Psy.D. is a legally mandated reporter of abuse to a minor or elderly person (see Arizona Revised Statute 46-454).

Dr. De Simone provides ongoing training to graduate students as part of their practicum training and in fulfillment of a doctoral degree in Clinical Psychology. You may be asked to consent to having a student present during the appointment for educational purposes and may consent or decline as you wish. Likewise, Dr. De Simone participates in peer consultation to facilitate professional growth and provide the best possible treatment to you and your child. While no identifying information is released, the dynamics of the problem and the people are discussed along with best possible treatment approaches and methods.

The use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and state's confidentiality law. This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as the U.S. Department of Health and Human Services [HHS] or a state department of health), to a coroner or medical examiner, for public health purposes related to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

There are also numerous circumstances when information may be released including when disclosure is required by the Board of Psychologist Examiner's such is the case with a board complaint; when a lawsuit is filed against the psychologist; and to comply with other federal, state, or local laws.

### **Legal Consent**

**As children are part of a family system, decisions about psychological, medical, and/or educational care, etc. must be made by the child's legal guardian(s), who must be physically present to provide consent, have an opportunity to be fully informed of the treatment process, be provided with an opportunity to ask questions, and in order for identity to be verified. In the unfortunate event of a parental separation or divorce, both parents MUST consent, in writing, to treatment. Both parents are invited and encouraged (as they are able) to participate in the process of treatment. If one parent retains sole legal custody, this parent MUST provide legal documentation of this in order for treatment to proceed. In the case of joint custody, both parents MUST consent to the treatment. Both parents, regardless of custody, have a legal right to records (see Arizona Revised Statute 25-403.06).**

### **Privacy in Child Therapy**

Clients under the age of 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. One of the major purposes of therapy is to create a safe place for child(ren) to discuss any topic in a healthy manner. Most children (and more often adolescents) will not open up and reveal information if they are aware that the information will be disclosed. Dr. De Simone requests your child's privacy be honored during the course of therapy unless he or she discloses harmful situations at which time you would need to be involved in treatment for us to discuss how to keep your child safe.

Experience has shown that revealing therapy notes or the content of conversations can harm the trust relationship between therapist and child(ren). No matter how carefully this is explained, the child(ren) can invariably feel betrayed and may no longer choose to be in therapy with the individual who released the information. Sometimes this breach of trust may have an impact on other relationships as well such as the relationship between the parent(s) and the child(ren).

## HIPPA

The rules regarding confidentiality, privacy, and records are complex. The HIPPA Notice of Privacy Practices details the considerations regarding confidentiality, privacy, and your records. This notice also contains information about your right to access your record and the details of the procedures to obtain them, should you choose to do so. Periodically, the HIPPA Notice of Privacy Practices may be revised. It is imperative that you read and understand the limits of privacy and confidentiality before you start treatment.

Pursuant to HIPPA, Protected Health Information (PHI) is retained in two separate professional records. One set constitutes your “Clinical Record.” It includes information about your reason for seeking therapy, a description of ways in which the problem impacts you/your child’s life, the diagnosis, the goals that we set for treatment, progress toward these goals, medical and social history, treatment history, and any past treatment records received from other providers, reports of any professional consultations, billing records, and any prepared reports or letters, including reports/updates sent to your insurance provider. Except in unusual circumstances that involve danger to self or others, or where information has been supplied confidentially, you may examine and/or receive a copy of your Clinical Record, as requested in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that you initially review them with Dr. De Simone present, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, consultation fees apply and a fee of \$.25 per page is charged for copies of records over 25 pages.

In addition, “Psychotherapy notes” are also kept as a separate professional record. “Psychotherapy notes” means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversations during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual’s medical record. They may also contain particularly sensitive information that may be revealed that is not required to be included in your Clinical Record. Psychotherapy notes excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date. (See Federal Confidentiality Rules 42 CFR Part 2 and 45 CFR Parts 160, 162, & 164; U.S. Department of Health and Human Services, Office for Civil Rights). While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your written consent and signed authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless Dr. De Simone determines that such access is clinically contraindicated.

I consent to the use or disclosure of my protected health information (PHI) by Dr. De Simone for the purpose of diagnosing or providing treatment to myself, my child, my family; obtaining payment for my health care bills; or to conduct health care operations. “The Privacy Rule protects ‘all *individually identifiable health information*’ (PHI) held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper, or oral.” The Privacy Rule calls this information ‘*protected health information*.’ ‘*Individually identifiable health information*’ is information including demographic data that relates to: 1) The individual’s past, present, or future physical or mental health or condition; 2) the provision of health care to the individual; or 3) the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual. Individually identifiable health information includes many common identifiers (e.g. name, address, birth date, social security number, etc.)”

## Notice of Privacy Practices (NPP)

The following uses and disclosures of PHI will be made only with a client’s (or authorized representative’s) written authorization: 1) most uses and disclosures of psychotherapy notes, (See 45 C.F.R. § 164.501 for definition of “psychotherapy notes” under HIPAA), if applicable; 2) uses and disclosures of PHI for

marketing purposes; 3) uses and disclosures that constitute a sale of PHI; and 4) other uses and disclosures not described in the NPP. Furthermore, you will be notified if there is a breach of unsecured PHI.

#### Privacy, Security, and Breach Notification

If I become aware of a potential breach of your protected health information (PHI), I am legally required to perform a risk assessment, and then mitigate breaches and report them to affected clients, the federal government, and in some cases, the media.

A “breach” is defined in the new 2013 rule effective September 23<sup>rd</sup>, 2013 as the improper “acquisition, access, use, or disclosure of protected health information...which compromised the security or privacy of the protected health information” (45 C.F.R. § 164.402). Furthermore, the rule clarifies that there is a presumption of a breach under the above definition unless a risk assessment by a provider or business associate demonstrates a low probability that protected health information has been compromised. The final breach notification provision rule establishes four factors to consider in analyzing and deciding whether to notify individuals:

- 1) The nature and extent of protected health information (PHI), including types of identifiers and likelihood of re-identification (e.g., improper acquisition or loss of social security numbers and sensitive clinical information likely would call for a notice);
- 2) Who the unauthorized person was who used or received the PHI;
- 3) Whether the PHI was actually acquired or viewed; and
- 4) The extent to which the risk has been mitigated.

Under the HIPAA Omnibus Rule is that, at the client’s request, counselors may not disclose treatment information to the client’s health insurance carrier for which the client has paid out-of-pocket, unless the disclosure is required by law.

**I have read the HIPPA Notice of Privacy Practices and Client Rights, and have had my questions about rights, privacy, and confidentiality answered to my satisfaction. I understand that the HIPPA Notice of Privacy Practices is incorporated by reference into this agreement in addition to the HIPPA Final Rule effective 9/23/2013. I am aware that a copy of the HIPPA Notice of Privacy Practices and Clients Rights are available to access at my convenience at [www.childpsychaz.com](http://www.childpsychaz.com). I also have a right to request a hard copy of these documents at any time. \_\_\_\_\_ (Initials)**

#### Legal Proceedings

In legal disputes, particularly between parents, psychologists are sometimes asked to release information such as detailed treatment records, testing protocol, and/or to testify in Court. Releasing this information can be detrimental to a child’s well-being, especially if used against the child’s other parent; as such, this breaches a psychologist’s ethical mandate to do no harm. Dr. De Simone asks that you do not seek records with the goal of utilizing the information in a legal or domestic dispute.

#### Procedural and Financial Issues

Payment is expected at the time the service is rendered. By signing this document, you are agreeing to pay for the services rendered and any additional expenses that may be accrued. Please refer to the Fee Schedule in your Registration paperwork for a full list of fees. The initial interview, or “intake” session, runs approximately **60 minutes** in length and is billed at **\$200**. Psychotherapy sessions run approximately **30, 45, 60 minutes** in length and are billed at **\$75.00, \$125.00, and \$150.00 per session, respectively**. Session length may be determined by what your insurance company will authorize.

Regular attendance at your scheduled appointment time is one of the keys to successful outcomes. It is important to arrive on time as appointments cannot be extended beyond the allotted appointment time. Appointment availability varies, and high demand appointment times (e.g. afternoons and early evenings) are

likely to be more challenging to secure. It is strongly encouraged that you schedule your appointments accordingly and in advance.

If additional documentation or letter writing is needed, it is billed at **\$25.00** (e.g. to school or child's teacher, for another treatment provider, etc.). If lengthy documentation or ongoing follow up is required, this is billed at **\$150 per hour**.

Consultation with educational providers (e.g. teacher, school administrator, etc.), other treatment providers (e.g. physicians, psychologists, counselors, etc.), attorneys, parenting coordinators, mediators, and/or custody evaluators is billed at **\$150.00** per hour. For legal and/or court testimony (including records review and preparation, travel time, and actual testimony), please refer to legal policies and schedule of fees.

By signing this form, you are agreeing to pay fees before each session. Cancellations must be made **24 hours** in advance. You will be billed **\$75.00** of the scheduled service for a 2nd late cancellation or missed appointment and **\$150.00** for each subsequent session cancelled without 24 hour advanced notice, as this time has been reserved especially for you and your child. Waiver of the late cancellation fee will be made on a case by case basis.

Regular attendance at your scheduled appointment time is one of the keys to successful outcomes. It is important to arrive on time, as appointments cannot be extended beyond the allotted appointment time. Appointment availability varies, and high demand appointment times (e.g. afternoons and early evenings) are likely to be more challenging to secure. It is strongly encouraged that you schedule your appointments accordingly and in advance.

All minor children must be accompanied to all appointments by the legal parents or guardians. If circumstances prevent one of the legal parents or guardians from attending, you must notify Dr. De Simone in advance and provide written consent (see Consent for Accompanying Adult form) permitting another adult to bring your child to his or her appointment. Likewise, if your adolescent is at least 16 years of age and can drive, he or she can attend the appointment independently with your written consent (see Limited Consent for Treatment of Minor(s) (Age 16+)—Unaccompanied By A Parent/Legal Guardian form).

Please note that you can leave a message at 602-795-1670, and your message will be returned within 24 hours. Please note that if you leave a message on Friday, it will be returned no later than the following Monday. This practice does **not** have the capability to respond immediately to therapeutic emergencies. In the event of an emergency, please call 911. Crisis services are available through the Maricopa County Crisis hotline at 602-222-9444, via mobile crisis unit, Empact, at 480-784-1500, the Banner helpline at 602-254-4357, Aurora Behavioral Health helpline at 480-345-5420, or Childhelp hotline at 1-800-422-4453.

In the event that Dr. De Simone is out of town, the name of another therapist will be provided for on call consultation. Dr. De Simone reserves the right to disclose confidential information, including personally identifiable information, to this on-call therapist to facilitate the coverage of your care in the psychologist's absence.

#### Email, Website/Web Searches, and Social Media

Email communication is a convenience and not appropriate for emergencies or time-sensitive issues. The security and privacy of email communication cannot be guaranteed; thus, highly sensitive or personal information should not be communicated via email. Transmission security must also be considered for email communication of PHI, as your provider, Dr. De Simone can send unencrypted emails **ONLY** if you are advised of the risks. Dr. De Simone is not responsible for information lost due to technical failures.

<hr/> <b>Initials</b>	<b>I am aware that email communication is a convenience and that it is not to be used for emergencies or time-sensitive information. All of the information contained in and or attached to electronic messages is privileged and confidential and is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521. I consent to email communication.</b>
-----------------------	--

I have a website that you are free to access. I use it for professional reasons to provide information to others about me and my practice. You are welcome to access and review the information that I have on my website, and if you have questions about it, we should discuss this during your scheduled therapy session.

I will not use web searches to gather information about you without your permission. I believe that this violates your privacy rights; however, I understand that you might choose to gather information about me in this way. In this day and age there is an incredible amount of information available about individuals on the Internet, much of which may actually be known to that person and some of which may be inaccurate or unknown. If you encounter any information about me through web searches, or in any other fashion for that matter, please discuss this with me during our time together so that we can address it and its potential impact on your treatment.

Recently, it has become fashionable for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions. If you encounter such reviews of me or any professional with whom you are working, please share it with me so that we can discuss it and its potential impact on your therapy. Please do not rate my work with you while we are in treatment together on any of these websites as it has a significant potential to damage our ability to work together.

I do not communicate with, or contact, any of my clients through social media platforms like Twitter and Facebook. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship because these types of casual social contacts can create significant security risks for you.

I participate in professional social networks. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communication with clients online has a high potential to compromise the professional relationship. In addition, please do not try to contact me in this way. I will not respond and will terminate online contact no matter how accidental.

Insurance

Dr. De Simone is contracted with select insurance companies. Insurance claims will be billed by the psychologist for which they are contracted; however, it is very important that you call your insurance company to explore your mental health benefits, extent of coverage, and patient rights and responsibilities, including financial responsibility. If you have questions about the coverage, call your plan administrator. 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 or will be authorized. “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 a lot 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 permit provision of services to you once your benefits end. If this is the case, referral to another provider can be made. You should also be aware that most insurance companies require a clinical diagnosis, and information such treatment plans or summaries, or copies of the entire record (in rare cases). Not all conditions/problems/diagnoses, which are the focus of psychotherapy, are reimbursed by insurance

