



## Consent to Psychotherapy

Welcome to Inside Out Counseling & Consulting. This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPPA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment and healthcare operations.

       I. PSYCHOLOGICAL SERVICES: Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each party. As a client in psychotherapy, you have certain rights and responsibilities. There are also legal limitations to these rights you should be aware of. As your therapist, I have responsibilities to you, as well. These rights and responsibilities are described in the following sections.

Psychotherapy has both its benefits and its risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness. This is due to the process of psychotherapy often requiring and discussing unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater awareness and insight and increased skills for managing stress and resolutions to specific problems. But there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. To be the most successful, you will have to work on things you and your provider discuss outside of sessions.

       II. APPOINTMENTS: **Average appointments will be 60 minutes in duration, once per week, at a time we agree upon. Although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you alone.**

**If you need to cancel or reschedule a session, we ask that you provide a 24-hour notice. If you miss a session without cancellation, or cancel with less than 24 hours' notice, our policy at IOCC is to collect the full session fee (unless both parties agree that you were unable to attend due to circumstances beyond your control). Insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the portion of the fees as described above.**

**You are also responsible for coming to your session on time; If you are late. Your appointment still needs to end on time. If you are 15 minutes or later to your scheduled session, that session will be canceled, and you will be charged a no call no show.**

\_\_\_\_\_ **III. PROFESSIONAL FEES:** The standard fee for the initial intake appointment is \$250.00 and each subsequent session is \$185.00. You are responsible for paying at the time of your session unless prior arrangements have been made.

Any checks returned to the IOCC Office are subject to an additional fee of \$35.00 to cover the bank fee that IOCC incurs. If you refuse to pay your bill, IOCC reserves the right to use an attorney or collection agency to collect payment.

In addition to regular therapy appointments, it is IOCC's practice to charge an amount on a prorated basis for other professional services that you may require (such as report writing, phone conversations that last longer than 15 minutes, attendance at meetings or consultations which you can request). If you anticipate becoming involved in a court case, it is recommended that you discuss this fully with your provider before waiving your right to confidentiality. If a court case requires an IOCC provider to participate you will be required to pay for the professional time, even if the IOCC provider is subpoenaed by the other party.

\_\_\_\_\_ **IV. INSURANCE:** If you have a health insurance policy, it may provide some coverage for mental health treatment. Our billing team will assist in filling claims and gathering the necessary information about your coverage. But ultimately you are responsible for knowing your and for letting IOCC know when your coverage changes.

- **I must pay all charges, co-payments, deductibles and coinsurance not covered by my insurance company, Medicare, or a third-party payor.**
- **I must pay all charges incurred if I lack insurance coverage and will also contact IOCC to work with them to identify financial options available to me.**
- **Failure to sign this authorization may result in denial of payment.**
- **I agree to pay for non-covered services or services not covered due to failure to obtain preauthorization for treatment as required by any such payor or agreed upon services deemed as medically unnecessary by payor.**
- **IOCC will use good faith efforts to protect our patients' right to confidentiality in appropriately providing health information to payors, including review for active coverage not previously communicated to IOCC to seek payment on behalf of the patient.**

\_\_\_\_\_ **V. PROFESSIONAL RECORDS:** IOCC is required by law to keep records of the psychological services that we provide. Your records are maintained in a secure location in the office. Records are kept brief noting that the client was present, reasons for seeking therapy, goals and progresses set for treatment, diagnosis and topics discussed. You have the right to a

copy of your file. Because these are professional records, they may be misrepresented/upsetting to the untrained eye. For this reason, I recommend that you initially review them with me or have them forwarded to another mental health professional. You also have the right to request that a copy of your file be made available to other health care providers.

\_\_\_\_\_ VI. CONTACTING YOUR THERAPIST: The best way to contact your therapist is by sending a message through your secure client portal. You can also call the office phone number at 563-424-0136 or email help@insideoutqc.com.

Therapists are often not available by telephone. Therapists do not answer the phone when they are with clients or otherwise unavailable. During these circumstances, you may leave a message with the front desk, or a confidential voicemail and your call will be returned as soon as possible. It may take up to 72 hours to receive returned phone calls for non-urgent matters.

**If you cannot wait for a return phone call or feel unable to keep yourself safe, please go to your local hospital Emergency Room or call 911 and ask to speak to a mental health professional on call. At IOCC, our therapists will make every attempt to inform you in advance of planned absences.**

\_\_\_\_\_ VII. OTHER RIGHTS: If you are unhappy with what is happening in therapy, please speak with your provider and address your concerns. Such comments will be taken seriously and will be handled with care and respect. You may also request that you be referred to another provider. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, national origin or source of payment. You have the right to ask questions about any aspects of therapy and about your providers' specific training and experience. You have the right to expect that I will not have social or sexual relationships with current or former clients.

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND THE NOTICE OF PRIVACY PRACTICES AND AGREE TO THEIR TERMS.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **HIPPA Notice of Privacy Practices**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

“Protected Health Information” (PHI) is information about you, the client, including demographic information, that may identify you or be used to identify you, and relates to your past, present, or future physical or mental health or condition, the provision of health care services, or the past, present or future payment for the provision of health care.

### **Your Rights Regarding Your PHI**

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we’ve shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your rights have been violated

### **Our Uses and Disclosures**

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with laws that may be in place now or in the future

## **Your Rights**

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

### **Get an electronic or paper copy of your medical record**

- You can ask to see or get an electronic or paper copy of your medical records and other health information we have about you. Ask your provider or the front desk how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

### **Ask us to correct your medical records**

- You can ask us to correct health information about you that you think is incorrect or incomplete. Please ask your provider or the front desk how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60-days.

### **Request confidential communication**

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

### **Ask us to limit what we use or share**

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or a health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

### **Get a list of those with whom we’ve shared information**

- You can ask for a list (accounting) of the times we've shared your health information for 6-years prior to the date you ask, who we shared it with, and why.
- We will include all disclosures except for those about treatment, payment, health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable cost-based fee if you ask for another one within 12 months.

### **Get a copy of this privacy notice**

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

### **Choose someone to act for you**

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

### **File a complaint if you feel your rights are violated**

- You can complain if you feel we gave violated your rights by contacting us at [help@insideoutqc.com](mailto:help@insideoutqc.com)
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hippa/complaints/](http://www.hhs.gov/ocr/privacy/hippa/complaints/)
- We will not retaliate against you for filing a complaint.

### **Your Choices**

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions. In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care. If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety. In these cases, we never share your information unless you give us written permission.
- The sharing of psychotherapy notes.

### **Other Uses or Disclosures**

If you give us permission, how would we typically use or share your health information? We typically use or share your health information in the following ways:

#### **Treat you:**

- We can use your health information and share it with other professionals who are treating you.

#### **Bill for services:**

- We can use and share your health information to bill and get payment for health plans or other entities.

#### **How else can we use or share your health information?**

- We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We must meet many conditions in the law before we can share your information for these purposes. For more information see:  
[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html)

**Comply with the law:**

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.

**We can use or share health information about you:**

- For workers’ compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, presidential protective services.

**Respond to lawsuits and legal actions**

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy and security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

**By signing below, you attest that you have read and understand your rights and responsibilities under federal law regarding your PHI.**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_