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Informed Consent for Assessment and Treatment

HIPAA / Notice of Policies and Practices to Protect the Privacy of Your Health Information

Welcome to my counseling practice. I am committed to assisting you in achieving your goals for our time together. A counseling situation offers a unique relationship between the two of us. In order that we start our relationship in a healthy way, I have put together this document to ensure that there are no misunderstandings about the various aspects of the counseling, professional services and business policies. It also contains information about our policies and practices to protect the privacy of your health information. Please read it carefully and discuss any questions you may have with me. When you sign this document, you will be stating that I provided you with this information and it will represent an agreement between us. This document was created in order to maintain the standards required by 'The Health Insurance Portability and Accountability Act of 1996' ("HIPAA").

Background and Services:

I am a professional counselor (Emma Hertzell, MSSW, LCSW) in an independent private counseling practice (Citrus Grove Counseling). My credentials include a Masters degree in Social Work, and I am licensed by the Arizona Board of Behavioral Health Examiners. I offer counseling and psychotherapy to individuals, couples, and groups in the areas of mental health, relationships, and adjustment. Although I do share the offices with several other therapists, my practice is independent from them. I do not provide care or treatment for their clients, and they do not provide care or treatment for my clients.

Psychotherapy Services: *Benefits and Risks of Counseling Services*

Psychotherapy varies depending on the therapist, the client and the client's particular situations and goals. There are many different methods I may use to deal with your particular situations and goals. In order for therapy to have the best outcome you will have to invest energy in the process and work actively on things we talk about both during and between our sessions.

Psychotherapy can have benefits and risks. The risks may include experiencing uncomfortable feelings like sadness, guilt, anger, anxiety or frustration when discussing aspects of your life. Counseling may lead to your decision to change behaviors, employment, schooling, housing, relationships, or virtually any other aspect of your life. Sometimes a decision that is positive for you may be viewed negatively by other family members. Change will sometimes be easy and swift, but often is slow and even frustrating. In marriage and family counseling, interpersonal conflict can increase as we discuss family issues. The potential for divorce is a risk in marital counseling. Psychotherapy has been shown to have benefits that can include better relationships, solutions to specific problems, increased life satisfaction, improved physical health, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience.

Treatment Process and Rights

We will begin with one or more sessions for an initial assessment to give me a good understanding of the issues, background, and other factors that may be relevant. When this process is complete, we will discuss options for treatment and develop a treatment plan. This is a mutual process and I welcome your

participation in the development and periodic review of your treatment plan. I reserve the right to refer a client to another therapist or appropriate resource at any time if their needs in therapy are not a good match for my skills or experience. If at any time you have questions about any aspect of our work together, please discuss them with me. If you decide that you do not want to continue in therapy with me, please tell me if you want me to help you try to find another therapist. You have the right to refuse any recommended treatment or to withdraw consent for treatment at any time.

Sessions: I schedule 50-minute sessions with clients usually once per week at a time we agree on. If you arrive late for an appointment, we will only be able to meet for the remaining time of our scheduled 50 minutes. Sometimes I will meet more or less than once per week if that is consistent with a treatment plan we both agree to.

If you ever need to cancel a scheduled therapy session, please do so at least 24 hours in advance. If you do not cancel a scheduled appointment with at least 24 hours notice or if you fail to attend a scheduled session, you will be expected to pay the full fee for that session, unless we both agree that you were unable to attend due to circumstances beyond your control. Insurance companies will not reimburse for canceled or missed appointments so you will be fully responsible for the charges for such sessions.

Professional Fees: My fee is \$120 for the initial assessment and \$90 for each 50-minute session. In addition to our regular sessions, we charge per hour for other professional services you may need, though I will break down the hourly cost into 15-minute increments if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings or consultations with other professionals you have authorized, preparation of records or treatment summaries, and time spent performing any other professional service that you may request. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the complexity and difficulty of legal involvement, we charge \$200 per hour for preparation and attendance at any legal proceeding including transportation time.

Billing and Payments: You will be expected to pay the full fee, or your full copayment/coinsurance amount if you are using insurance, at the time of each session unless we agree otherwise or unless you have insurance coverage that requires another arrangement. We accept payments by check, cash or credit card. Payment schedules for other professional services will be agreed to when they are requested. If you make a payment by check and your check does not clear due to insufficient funds or any other reason, you will be expected to reimburse us in full for any related bank fees that we are charged as a result.

Insurance or EAP Reimbursement: If you will be using health insurance or Employee Assistance Program (EAP) benefits, it is important for you to find out exactly what it covers for our sessions. I will be happy to try to help you understand the mental health benefit information your insurance company or EAP gives to you or me. Please be aware that any benefit information that you or I receive from your insurance company is always given with a disclaimer from them. They state that the quoted benefits are not a guarantee of payment and that the final determination of coverage will be made only when a claim is submitted. Therefore, it is very important for you to realize that you are fully responsible for the full payment of any service fees that your insurance does not pay for any reason.

If you have insurance coverage for mental health treatment, we will provide assistance in accessing your benefits. Be aware that I am not a provider on all managed care panels. I have agreed to a contracted rate with some insurers, while others may provide out of network benefits even if I am not contracted with them. It is very important that you learn exactly what your insurer will provide for your treatment. For questions regarding coverage, you should call your plan administrator. Please discuss concerns about what your insurer requires with me. I have the right to cancel my participation with any managed care or

insurance provider at any time. I notify clients if this occurs and will help to secure a referral to another therapist who may be a network provider if you desire.

In order for me to bill your insurance company or EAP, I will need you to sign an authorization that will allow me to provide them information they require to process claims. This information will include a diagnosis, dates of service and the types of service provided. Some mental health insurance or EAP coverage requires authorization before you begin services and ongoing authorization during our work together. Usually in these cases, the insurance company or EAP will want information from me about your diagnosis and clinical information such as presenting problems, a treatment plan, a treatment summary or other information. Any information I give to your insurance company or EAP will become part of their files and may be stored in their computer database. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once they have it. Please inform me as soon as possible if your insurance plan or your EAP coverage will be changing.

Contacting Me: I am often not immediately available by phone because I do not answer the phone when I am in sessions with clients. Calls go to my voicemail when I am unavailable, which I check regularly. I will make every effort to return your call as soon as possible during regular business hours (usually within a few hours and almost always within 24 hours). If you are difficult to reach, please leave times you will be available. If you want me to use discretion when calling you or leaving a message for you, please let me know in advance. At times when I will be unavailable for an extended time, I will arrange for a trusted colleague to be available on-call to handle any urgent calls that arise. I may not be able to get back to you immediately in all cases. My practice does not have the capability to respond immediately to all counseling emergencies. True emergencies should be directed to the community emergency services (911) or to the local hotlines (Empact – 480-784-1500, Banner Help Line – 602-254- 4357, MMIC Crisis Line – 602-222-9444

Professional Records: The laws and standards of my profession require that I keep treatment records. Treatment records are stored in a confidential manner, as required by law. You are entitled to examine and/or receive a copy of your records if you request it in writing unless I believe that seeing them would be emotionally damaging, in which case I will send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to people who are not mental health professionals. Therefore, if you want to see your records, I recommend that you review them with me so we can discuss the contents. I reserve the right to charge you for the costs of copying and sending your records if you request them. In the event of my death, retirement, or incapacity, the records for my clients that are actively receiving services (seen within the last month) will be given to one or more local behavioral health professionals to facilitate the continuation of treatment. In such a situation, you have the right to continue treatment with this professional, discontinue treatment or ask for a referral. A “records custodian” will handle records for my inactive clients, which may be an individual or company. The custodian will be responsible for satisfying records requests and destroying records when the legal time frames for records retention are satisfied.

Our Relationship: The client/counselor relationship is unique in that it is exclusively therapeutic. In other words, it is inappropriate for a client and a counselor to spend time together socially, to bestow gifts, or pursue friendship. The boundaries ensure that you and I are clear in our roles for your treatment and that your confidentiality is maintained.

Confidentiality: In general, the law protects the privacy of all communication between a client and a psychologist. I can only release information about your treatment to others if you sign a written authorization form. You can revoke any such authorizations at any time in writing. However, in the following situations your authorization is not required for me to release information:

-If I believe that a client is in imminent danger of attempting serious physical harm to herself/himself, I have an obligation to intervene, which may include pursuing hospitalization and/or contacting family members, friends or others who can help provide protection.

-If I believe that a client is likely to attempt serious physical harm to someone else, I have a duty to intervene, which may include contacting the police, warning the intended victim(s) and/or pursuing hospitalization.

-I am required to report any suspected physical or sexual abuse or neglect of a child under 18 to Arizona Child Protective Services as soon as it comes to my attention. Likewise, I am obligated to report any suspected elder or vulnerable adult abuse to the appropriate agency if the elderly person is not capable of reporting the abuse herself/himself. Once such reports are made, I may be required to provide additional information.

For the situations described above regarding potential harm to self or others and suspected child or elder abuse or neglect, I will try to discuss it with you whenever possible before I take action and I will limit my disclosure to what is necessary.

If you become involved in a court proceeding, in most cases you have the right to prevent me from providing any information about your treatment. However in some proceedings such as those involving child custody or those in which your emotional condition is an important issue, a judge may order my testimony with a court order if she/he determines that the issues require it.

If you file a worker's compensation claim and I am providing treatment in accordance with the Arizona Workers' Compensation law, I may be required to provide a copy of your record to your employer or their appropriate designee.

I may be required to disclose information to a health oversight agency for oversight activities authorized by law such as licensure or disciplinary actions.

If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

I occasionally find it helpful to consult with other professionals about a case. In these consultations I make every effort to avoid revealing the identity of the client and the consultant is legally bound to keep any information discussed confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your record.

In my practice, I may need to share protected health information with an employee for administrative purposes, such as billing, scheduling and quality assurance. Any employee/ partner is bound by the same rules of confidentiality as I am.

Our practice may have some contracts with businesses such as a practice management software company. As required by federal law, we have formal business associate contracts with any such businesses in which they promise to maintain the confidentiality of all data. If you wish, I can provide you with the names of any businesses we contract with and a blank copy of such a contract. While I am not an attorney, please feel free to discuss any questions or concerns you have about confidentiality with me at any time. If you have specific legal questions about the laws regarding confidentiality, the exceptions, and how it may relate to your situation, please seek formal legal advice from an attorney.

Psychotherapy with Minors: At this time I do not provide psychotherapy to individuals under the age of 18. Adults may bring their child to session if absolutely necessary, however, it is recommended that children refrain from coming to their caregivers individual sessions, as it can be a distraction to both client and therapist and has the potential to impede progress. I encourage you to set up childcare so that you may attend your individual/couples session on your own.

Other Client Rights: If you want, I will discuss with you more details about any of the following:
You have the right to request to receive confidential communications from us by alternate means or at an alternate location.
You have the right to obtain a paper copy of this notice from us, upon request.
You may have the right to have your therapist amend your protected health information. If we deny your request for amendment, you have the right to file a statement of disagreement with us and your therapist may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.
You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information.
We reserve the right to change the terms of this notice and will inform you of any changes by making them available, in writing, at our office.

COMPLAINTS:

You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying your therapist of your complaint. We will not retaliate against you for filing a complaint, however, due to the cooperative relationship required for effective mental health therapy, in some circumstances, it may be impossible to continue a therapeutic relationship after a Complaint has been filed.