Lynn B. Davies LLC 312 W. Chesapeake Ave. Towson, MD 21204 443-286-3432

www.lynnbdavies.com

# INFORMED CONSENT FOR TREATMENT

## **PSYCHOLOGICAL SERVICES**

The process of psychotherapy varies depending on the personalities of the therapist and client, and on the particular problems the client is experiencing. In order for the therapy to benefit you most, you must be an active participant. Since therapy often involves discussing upsetting aspects of your life, you may experience uncomfortable feelings such as sadness, guilt, anger, frustration, loneliness, and helplessness. At the same time, your commitment to honest self-examination, and your willingness to challenge yourself to grow, have great potential to lead to more intimate and fulfilling relationships, solutions to specific problems, and significant reductions in long-term feelings of distress.

## **SESSIONS**

Your first few sessions will involve an evaluation of your needs. During this time, we will decide if I am the best psychotherapist to help you meet your treatment goals. We will meet once a week for 50-minute sessions unless we determine that you need more or less frequency.

## PROFESSIONAL FEES

The fee for an initial evaluation (90791) is \$175. The fee for an individual psychotherapy session (90834) is \$150. The fee for a couples or family therapy session (90847) is \$150. A slight annual increase in fees can be expected.

You will be expected to pay for each session at the time it is held.

Once an appointment hour is scheduled, you will need to provide 24-hour advance notice of cancellation; if you do not provide notice, you will be charged a fee of \$50. It is important to note that insurance companies do not provide reimbursement for missed sessions.

In addition to session fees, I charge prorated fees at the above hourly rates for other professional services you may need, including letters or reports, telephone conversations lasting longer than 10 minutes, consultations with other professionals with your permission, preparation of records or treatment summaries, and time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for professional time, including preparation and transportation costs.

# **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, the telephone is answered by a voicemail system. The voicemail is monitored frequently and is

confidential. I will make every effort to return your call on the same day you make it. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you cannot wait for a return call, contact your family physician or the nearest emergency room. If I will be unavailable for an extended time, I will provide the name of a colleague to contact, if necessary.

#### LIMITS OF TELEHEALTH

In the course of treatment, you and/or I may elect to communicate via cell phone, email, instant messaging, fax, voicemail, or other technologies. Confidentiality may be compromised by any of these means because central servers, switching towers, and satellites carry these signals. All technology presents the risk that communication may be accessed by unauthorized individuals. I cannot guarantee the confidentiality of any of these forms of communication. Should you elect to use any of these media, you acknowledge that I cannot ensure confidentiality of the material shared and that I will be held harmless should breaches occur.

## LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a client and a therapist. In most situations, I can release information about your treatment to others only if you sign a written authorization form that meets certain legal requirements imposed by HIPAA and/or Maryland law. However, in the following situations, no authorization is required:

I may find it helpful to consult occasionally with other health and mental health professionals about a case. During consultations, I make every effort to avoid revealing the identity of a client. Other professionals also are legally bound to keep information confidential. I will note all consultations in your clinical record.

Disclosures required by health insurers are discussed elsewhere in this agreement.

If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the therapist-client privilege law. I 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 me to disclose information.

If a government agency is requesting information for health oversight activities, I may be required to provide it.

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

There are some situations in which I am legally obligated to take action in order to protect others from harm, and I may have to reveal some information about a client's treatment.

If I have reason to believe that a child or vulnerable adult has been subjected to abuse or neglect, or that a vulnerable adult has been subjected to self-neglect or exploitation, the law requires that

I contact the appropriate government agency, usually the Department of Social Services. Once such a report is filed, I may be required to provide additional information.

If I know that a client has a propensity for violence, and the client indicates that he/she intends to inflict physical harm upon a specified victim(s), I am required to take protective actions. These actions may include seeking hospitalization of the client and/or informing the potential victim or the police about the threat.

If I believe that there is an imminent risk that a client will inflict serious physical harm or death on him/herself, or that immediate disclosure is required to provide for a client's emergency health care needs, I am required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect the client.

If such a situation arises, I will make every effort to discuss it with my client fully before taking any action, and I will limit disclosure to what is necessary.

# PROFESSIONAL RECORDS

I keep Protected Health Information about you in two sets of professional records. One set is called your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that we 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, 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, I recommend that you initially review them in my presence so that we can discuss the contents.

In addition, I keep a set of Psychotherapy Notes. These Notes are for my own use and help me to provide you with the best treatment. While Psychotherapy Notes vary from client to client, they can include the contents of conversations, analysis of those conversations, and how they impact your therapy. They also may contain particularly sensitive information that is not required in your Clinical Record. While insurance companies can request basic information from a Clinical Record, they cannot receive a copy of Psychotherapy Notes without a client's written/signed authorization.

#### MINORS & PARENTS

While privacy in psychotherapy is very important, parental involvement is also essential to successful treatment with minors. If I feel that an adolescent is a danger to her/himself or to someone else, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the adolescent, if possible, and will do my best to handle any objections she/he may have.

#### INSURANCE REIMBURSEMENT

I am not an in-network provider with any insurance company. Most health insurance companies provide some out-of-network coverage for mental health treatment. I will give you the necessary forms to submit for reimbursement; however, you are responsible for full payment of all fees.

You have the right to pay for psychotherapy services yourself to avoid the involvement of your insurance company. If you plan to request reimbursement, you should be aware that I am required to provide a clinical diagnosis on your claim forms. Sometimes, I am required to provide additional clinical information such as treatment plans or summaries; in these situations, I will disclose the minimum amount of information necessary. By signing this agreement, you agree that I can provide requested information to your carrier.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT, YOU WILL ABIDE BY ITS TERMS, AND YOU WANT TO CONTRACT FOR TREATMENT WITH YOUR INFORMED CONSENT. YOUR SIGNATURE ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE REVIEWED THE HIPAA NOTICE FORM AVAILABLE AS A SEPARATE DOCUMENT AND HAVE BEEN OFFERED A COPY OF THE HIPAA REGULATIONS PERTAINING TO MENTAL HEALTH TREATMENT.

CLIENT SIGNATURE	DATE
PARENT/GUARDIAN	DATE