

## INFORMED CONSENT FOR PSYCHOTHERAPY

### Your Rights

You have the right to know the name, title, degree and license of your counselor, to know what services are covered by your insurance, to know the rates for services, to know information about your diagnosis and treatment plan, to have access to your records, for your records to be released to other parties with your consent, to be treated with respect, dignity, and privacy, to be part of decisions made about your care, to express complaints, to know all the facts regarding any charge or bill you receive, and the right to receive timely care consistent with your need for care. **You have the right to refuse counseling and you have the right to stop counseling at any time.**

### Your Responsibilities

You have the responsibility to provide information, including past treatment records, that we may need to plan your treatment. You have the responsibility to learn about your condition or diagnosis and work with your counselor so that you understand the plan for your care. You have the responsibility to follow advice, recommendations, and instructions for your care that you have agreed to with your counselor. You have the responsibility to notify us of any changes, like address, phone number, or insurance. You have the responsibility to come to your meetings on time and prepared to participate. It is your responsibility to be honest and cooperative. It is your responsibility to ask questions and share any concerns. If you are late to a meeting, we may reschedule; if we decide to meet, we may end on time to avoid running over into the next client's session. We may terminate counseling if you are not following recommendations, if you do not complete homework, follow our advice, allow us to coordinate or care with other providers, permit us to obtain treatment records from other providers, if you miss too many sessions, if you are not paying your bills, or if we believe that you are not benefiting from counseling. Your relationship with your counselor is now and will be in the future solely a professional relationship. You understand that PSC makes no guarantees to your satisfaction with services.

### Risks in Counseling and Alternatives to Counseling

There are risks when entering counseling. Counseling is an intentional and goal-directed relationship with a professional that involves discussing unpleasant aspects of your life and you may experience, to some degree, uncomfortable or negative feelings such as anger, irritability, anxiety, sadness, shame, embarrassment, guilt, helplessness, or hopelessness. Counseling may cause you to relive troubling or traumatic events bringing back bad memories and emotions. It may challenge your beliefs or your behaviors causing you to feel uncomfortable. Change is difficult, and it may take many cycles of trial and error and frustrations before you reach your goals. Sometimes problems may get worse before they get better. While you're in counseling, it may decrease the amount of bonding or sharing you do with friends or relatives. Counseling has been shown to have many **benefits**: it often leads to better relationships, alleviation of anxiety, depression, or other emotional problems, solutions to specific problems, an improved ability to manage life stress, but there is no guarantee of what you will experience.

There are **alternatives to Counseling**, for example, you may do nothing at all, and let more time pass to see if things will get better. We usually don't recommend that option. When people come to counseling, they usually have waited too long to get help. Participating in a mental health assessment does not obligate you to follow through with treatment, but it may provide you with useful information about your situation and help you make better choices. You can seek out a support group in your community, you can look for self-help books written by professionals, you can talk with family members, you can seek support from your family doctor. You can see a psychologist or psychiatrist. You can do your own research on what you see as your problems or issues, by looking on the internet or in the library. You can try "alternative" approaches, whatever they might be, such as dietary interventions or exercise regimens. You can try making lifestyle changes you think might help. We only make recommendations for other interventions or treatments after we have conducted our assessment.

### Counselors and Counseling Approaches

PSC hires primarily Clinical Social Workers (LCSW) who hold the Master of Social Work from a program that has been accredited by the Council on Social Work Education (CSWE). Most therapists are Independent Contractors hired by PSC to provide services. If you are unhappy with the services you are receiving, you can email the owners, Scott or Brenna Costello to share your comments or concerns. Clinical Social Workers are licensed by the Illinois Department of Professional Regulation to provide services, and operate under the National Association of Social Worker's professional code of ethics. [Consumer Reports surveyed 4000 consumers and found that client satisfaction with social work mental health services was equal to satisfaction with services provided by a psychologist or psychiatrist, but the cost was lower]. Our staff uses a variety of interventions from many different approaches, including, Cognitive Therapy, Cognitive-Behavioral Therapy, Interpersonal Therapy, Behavioral Action Therapy, EMDR, Internal Family Systems Therapy, Psycho-education, Psychodynamic Therapy, Marital Therapy, Brief Therapy, Family Therapy, Narrative Therapy, REBT, Reality Therapy, Logotherapy, Parent-Management

Training, Play Therapy, and others. Please discuss with your counselor any questions you may have about their approaches or interventions. We also contract with Licensed Clinical Professional Counselors to provide therapy. LCPC therapists have very similar education and experience and draw from the same set of therapy approaches listed above.

### **Diagnoses and Coordination of Care with other Providers**

If a third party, such as an insurance company, is paying for part or all of your services, we are usually required to apply a diagnosis from the Diagnostic and Statistical Manual IV TR for third party for reimbursement. Diagnoses are technical terms that describe your problem in terms of symptoms, severity and duration. You may come to counseling with a diagnosis from another professional, such as a psychiatrist, psychologist, or other therapist, so please discuss your diagnosis with your counselor. We may ask that you sign a release of information between us and other providers so that we may coordinate care and provide you with the best services. Not allowing your counseling to speak with other providers may limit your ability to benefit from our services.

### **Contacting your Counselor: "Urgent" v. "Emergency"**

PSC does not provide emergency services. We may be available for "urgent" matters, but there is no guarantee that we could see you within an urgent time-frame which is usually within 48 hours. However, we will return urgent calls as soon as possible and we may be able to provide assistance over the phone, if we cannot schedule an appointment. Phone conversations are not covered by your insurance. If your call is urgent, where you need support from your counselor for a non-emergency clinical issue, please call 800-620-9511 and follow the prompts. If you are unable to reach your counselor for an urgent matter, you can choose to call the 24-hour crisis line at 815-476-6969 or 708-258-3333, or 1-800-suicide.

### **Missed Sessions**

If you cancel your session with less than 24 hours notice, we *may* charge you \$31. If you miss 3 or more appointments, with or without notice, you may lose a regular time slot, and your counselor may terminate services. This is not meant to be punitive, but our therapist's only source of income is their work here at PSC. Also, regular attendance is necessary for therapy to be beneficial. If you miss an appointment, please call and let your counselor know what your intentions are regarding scheduling future sessions, or you may lose your time slot. If you disagree with the recommended frequency of sessions or duration of treatment, please discuss it with your counselor. On a very infrequent basis, you counselor may have to cancel a session; if this happens, you counselor will notify you immediately if they need to reschedule an appointment due to illness, personal reasons. Please refer to the "Termination of Therapy" section below for additional information.

### **Termination of Your Counselor**

Although it is not a common event, your counselor may no longer be able to work with you, your child, or family. This can happen with notice or abruptly, with very short notice. We do our best to ensure that your counselor will be with you until you no longer need or want to participate in counseling, however, there are reasons why counselors stop before desired, for example: they may move, become ill, want to leave the agency or start their own practice, have performance problems, or for a variety of other reasons. We will notify you as soon as we become aware of a termination and offer you the following alternatives: start working with another counselor at our practice, refer you to another counselor in your insurance network, or conduct a re-assessment and provide you with new recommendations. You may choose any of these alternatives and you have the right to stop counseling any time you wish.

### **Termination of Therapy**

"Termination" means that your therapist is no longer your service provider and no longer bears any responsibility for your care. If you decide to stop therapy, we will ask for 1-3 sessions with you or your child or spouse in order to properly end the working relationships. During these meetings, we will review the goals, progress towards reaching goals, barriers to success, work on a relapse prevention plan or a symptom management plan, and provide closure to the relationship. At the end of treatment, we will terminate therapy. We sometimes recommend future "maintenance" meetings to help ensure that symptoms or problems remain resolved or are prevented from getting worse. If you decide to "drop out" of therapy, we ask that you please let us know. We will attempt to call you at least once, or we may send a letter to your home. We will terminate immediately if you do not call us to let us know your plans. In order to start seeing a therapist again, you will have to re-consent.

### **Child Custody and Visitation Evaluations**

We do not perform child custody evaluations, also known as "604(b) evaluations." If you are in need of a custody evaluation, please contact an attorney or the American Psychological Association and ask them for a referral to an individual who conducts these evaluations. When your child comes to counseling, you are consenting to counseling and we are providing therapeutic services that are very different from conducting a child custody or visitation evaluation. It is

not appropriate to use our assessment for a child custody decision. If you seek a court order to have your child's counselor provide court testimony, be aware that it may be detrimental to your child's relationship with your counselor, in that they may not feel safe sharing their thoughts and feelings with their counselor, or with parents. If we are court ordered to testify in your child's custody case, we will not be able to provide the court or a third party with any recommendations or professional or "personal" opinions regarding custody or visitation for your child. We cannot be responsible for the outcome of court ordered testimony that is provided to third parties by our counselors under a court order. By consenting to counseling, you agree to instruct your attorney not to subpoena or cause to be subpoenaed your therapist or your child's therapy records for court proceedings, and you agree to pay PSC for all fees incurred in quashing or otherwise resisting or in any way responding to the subpoena.

### **Audio or Video Recording of Counseling Sessions**

We may audio record some sessions for clinical purposes, for administrative or liability purposes or for supervision or training purposes. Recorded sessions will not include identifying information, other than information included during conversation or observation. Any audio-video or video recording will be conducted only with your written consent; audio-video or video recordings will be maintained for a period of time agreed upon by both parties and will be destroyed at an agreed upon time. Your counselor will ask you to sign a separate consent form before audio-video or video recording any sessions. You are not permitted to make any type of electronic recordings of sessions or phone calls with PSC staff without the written permission of authorized PSC staff. You agree that PSC owns all copyrights to audio, visual, or audio-visual recordings made by PSC or made or caused to be made by you, and you shall not use, copy, or distribute electronic recordings in any manner other than specified in a written agreement.

### **Return to School Evaluations**

School staff may ask that your child be evaluated by a mental health practitioner in order to return to school. These "evaluations" are requested usually after a child has made a threat to harm himself or someone else, or has what appear to be dangerous or problematic behaviors. If we are unable to see your child immediately, we may recommend that you take your child to their pediatrician or a hospital emergency room for an evaluation. Some of our counselors are able to conduct these evaluations and provide you with a written report with recommendations for your child. We may recommend that your child return to school with conditions, no conditions or not return to school. All evaluations are conducted in-person with your child. These evaluations may or may not be covered by insurance and you may be expected to pay for the evaluation at the time of service. You will be reimbursed should your insurance company cover the service. Please be advised that if your counselor believes that your child is in imminent risk of harming himself or someone else, that we will inform you of this and may make recommendations which we will fully expect you and your child to promptly follow.

### **Marital or Relationship Therapy and Family Therapy**

Couple or Marital Therapy is offered to clients who wish to improve their relationship. When a therapist provides marital therapy, they will not be able to see either spouse for individual therapy anytime after the marital therapy has ended. Individual therapy sessions may be held during the course of marital therapy; however, the focus of these sessions will be about issues pertaining to the marriage. In this case, Marital therapy is never a covered insurance benefit.

When an individual is assessed as suffering from depression, anxiety, or another mental health problem which is directly related to marital problems, then marital or couple therapy may be provided to help alleviate the mental health problem. However, one spouse may be the "identified client" and the other spouse may participate as a "collateral." In these cases, individual therapy may be provided to the identified client after marital therapy has ended. Marital therapy is sometimes covered by insurance plans in this case. We will inform you ahead of time if your plan covers this service.

Whether you are participating in marital therapy as a couple or as a collateral assisting with the treatment of the client, your therapist will let you know prior to starting the marital therapy process.

The same process applies to family therapy. We will let you know if the family as a whole is the client, or if there is an "identified client" and who will play the role of the collateral.

The marital and family therapy process will almost always start with individual assessments. These assessments provide us the opportunity to see if each party is willing and able to participate, if they have their own mental health needs that would need to be addressed, and to gather uninterrupted and unfiltered information for the benefit of the therapy process.

I understand that this type of counseling requires sharing my thoughts, feelings, issues and experiences with my therapist and family members. During the marital or family therapy process, if there are things that I do not want my spouse, partner, or family members to know, that I must request to my therapist that this information not be shared. The process of marital and family therapy usually requires full disclosure in order to be effective. Sometimes my therapist may determine that certain information must be shared in order to continue with services. Also, your therapist will use their better judgment before sharing information which other may find upsetting or distressing (for example, if someone is

having a secret affair, marital counseling cannot continue unless the affair is terminated or the other spouse is made aware of the affair).

I understand that participating in marital, relationship, or family counseling involves risks, such as increased emotional stress and sharing feelings and thoughts that may be difficult to share and difficult for others to cope with.

I understand that my counselor might ask that I participate in individual counseling prior to or during the course of marital therapy, or that my therapist may have other recommendations that he may require that me to follow in order to participate in services, such as a physical exam, other medical tests, support groups, or other forms of counseling.

Unfortunately, some couples end up getting divorced and some families are unable to resolve problems. It is a conflict of interest for your therapist to be a part of divorce proceedings, including child custody or visitation decisions. By consenting to counseling, you agree to instruct your attorney not to subpoena or cause to be subpoenaed your therapist or therapy records for any court proceedings; and you agree to reimburse PSC in full for any costs PSC incurs in order to quash, resist, or respond to the subpoena.

### **For Parents when a Child is the Primary Client**

We understand that we are consenting to begin our child's assessment and treatment, not our own, and that our role is to help provide information, to plan, to assist in measuring progress, and to coordinate our child's treatment with other providers. We understand that we may need to participate in family counseling for the well being of our child. We understand our right to confidentiality between us and our child's counselor, and that those statements we make to our counselor will not be revealed to our child without our prior consent. We also understand that if we enter into family counseling, our right to confidentiality may be limited in order for family counseling to be effective.

We understand that after our child is assessed, our child and our child's counselor will develop a treatment plan, and that we will be informed of and asked to agree to the plan before treatment begins, provided that our child 12 or older consented to share this information (State law has provided rights of confidentiality to children age 12 and older). As part of a complete assessment, we understand that our child may need a physical examination or other medical examinations, and that we will request that his or her reports be sent to our child's therapist.

There are risks to having your child participate in counseling: he may disclose "family secrets," parents may find that they disagree on the best interests of the child, and the process could cause discomfort since parents are trusting another person with their child's well-being. Children need a "zone of privacy" where they can feel safe sharing their deepest thoughts and feelings. Privacy builds trust and forms the basis of healing and change. Please refrain from asking your child questions about what they talked about in meetings.

Children under the age of 12 may have their records inspected by their parents and their parents must consent to services. Children who are 12 and older must consent for anyone, including their parents, to review any portion of their record. Parents do have a right to know their child's diagnosis, the dates, time, and duration of sessions, the types of treatment provided and the aftercare plan at the time of termination of services. Children ages 12 and older may enter therapy for up to 5 sessions without consent of their parents, after which their parents must consent, for services to continue. Parents can compel their children, age 17 and under, to attend counseling. Consent is needed from only one parent for counseling to begin, unless there is a court order that has been filed with the circuit clerk which specifies which parent may or may not consent. Parents may end services or stop counseling at any time they wish. If one parent starts their child in counseling and then later the other parent wants the child to stop counseling, we will ask to meet with both parents to discuss our recommendations. It is important for parents to act in good faith regarding entering child into counseling or ending services (please read the prior section about child custody and visitation).

Unfortunately, some couples end up getting divorced and some families are unable to resolve problems. It is a conflict of interest for your therapist to be a part of divorce proceedings, including child custody or visitation decisions. By consenting to counseling, you agree to instruct your attorney not to subpoena or cause to be subpoenaed your therapist or therapy records for any court proceedings; and you agree to reimburse PSC in full for any costs PSC incurs in order to quash, resist, or respond to the subpoena.

## **PRIVACY POLICY**

**Effective Date: April 14, 2003**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

We respect client confidentiality and will only release information about you in accordance with applicable State and Federal law. When privacy laws conflict, the more stringent provisions will always take precedence. This notice describes our policies related to the use of your mental health records, also called Private Healthcare Information (PHI).

We are required by law to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices. In accordance with state and federal law, we will make reasonable efforts to limit use, disclosure of and requests for protected health information to the minimum necessary to accomplish the intended purpose.

**Privacy Contact:** If you have any questions about this policy or your rights, contact the privacy officer, Scott Costello by phone or mail at Personal Solutions Counseling, 20500 South LaGrange Road, Frankfort, Illinois, 60423, 815-806-9300.

## **USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

In order to provide you care, there are times when we will need to share your information with others. This includes the following times, under federal law:

**(1) Treatment:** Information about you may be disclosed for treatment purposes. For example, information may be disclosed to a clinical supervisor, employee, consulting therapist, medical consultant, or member of our practice in order to provide, coordinate, or manage your care.

**(2) Payment:** Information may be used for payment purposes. Information may be used to collect sums or receive third party payment, such as your insurance company, for certain mental health services, but disclosure will be limited only to information needed to pursue collection.

**(3) Healthcare Operations:** Information about you may be used to coordinate healthcare operations. For example, the information may be used in conducting a peer review of the services being provided. However, if state law is more restrictive, your protected health information will be disclosed to a third person or for billing purposes only to the minimum extent necessary and in accordance with such state law.

## **INFORMATION DISCLOSED WITHOUT YOUR CONSENT**

Under Federal law, information about you can be disclosed without your consent in the following circumstances (certain records, such as drug and alcohol, mental health, and HIV/HTLV/AIDS records are subject to additional disclosure restrictions):

**(1) Emergencies:** In case of an emergency, and if you are not able to give or refuse permission, we will share only the information that is directly necessary for obtaining emergency care for you, according to our professional judgment.

**(2) Danger to Self and/or Others:** Information may be disclosed if you are a danger to yourself or others. PSC may disclose information to the appropriate authorities if we reasonably believe such disclosure is necessary to protect you or a third party from a clear imminent risk of serious physical or mental injury or disease or death. PSC may report information in the event of a serious threat of physical violence against a reasonably identifiable victim or other authorities.

**(3) Abuse or Neglect:** Information about you may be disclosed if PSC has a reasonable basis to believe that abuse or neglect may have occurred, whether it be child abuse, elder abuse, institutional abuse or domestic violence.

**(4) As Required by law:** PSC must disclose information if required to do so by a court order.

**(5) Public Health Oversight and Activities:** Information about you may be disclosed to a public health authority that is authorized by law to collect or receive certain information for the protection of the public.

## **INFORMATION DISCLOSED WITH YOUR CONSENT**

Other uses and disclosures of your protected health information will be made only with your written authorization. You may consent in writing to (using a PSC Authorization for Disclosure of Records and Communications Form which may be requested by phone or mail) a release of your records to yourself or others for any purpose you choose. You may revoke any such authorization in writing at any time unless we have already acted in reliance upon it. We may contact you to provide appointment reminders, billing issues, or information about treatment alternatives or other health related benefits and services that may be of interest to you. PSC reserves the right to charge an administrative fee for the copying and mailing of protected health information up to \$.50 per page and the cost of postage, if applicable.

We ask that you fill out a Privacy Options form prior to starting services where you indicate how we may contact you and persons we can communicate with regarding your services with us. However, for billing purposes, we reserve the right to attempt to reach you at any phone number, email or regular address you provide to us or that is listed in a public domain.

## **INDIVIDUAL PRIVACY RIGHTS**

You have the following rights under Federal law:

**(1) Right to Inspect and Copy your Record:** With limited exceptions, you are entitled to inspect the mental health records we have generated about you. You are also entitled to a copy of these records. Please make a request in writing

to the Privacy Contact to inspect and/or copy your records. We may charge you up to \$.25 per page for copying and mailing your record. We may require up to 30 or 60 days to provide you a copy of your record.

**(2) Right to Restriction of Record:** You may ask us not to use or disclose part of the record. This request must be in writing to the Privacy Contact. PSC is not required to agree to your request if we believe it is in your best interest to permit disclosure of the information or if one of the exceptions applies as indicated in the above section, "Information Disclosed Without Your Consent."

**(3) Right to Confidential Communications:** You may request that we communicate with you about your information by different means or at different locations. For example, you may ask us to remind you of appointments by calling you at home instead of at work or by sending a message to your personal electronic mail instead of calling you. Your request must be made in writing to the Privacy Contact. PSC is required to accommodate any reasonable request you make concerning such contact.

**(4) Right to Amend Record:** You may request that we amend your mental health records by adding or deleting certain information that is incomplete or inaccurate. This request must be made in writing to the Privacy Contact. We may deny your request if we did not create the information you want changed, or for certain other reasons. If we deny your request, we will provide you with a written explanation. You may then respond with a statement of disagreement that will be added to your records. If we accept your request to change the information, we will make reasonable efforts to tell others, including people you name, of the amendment and to include the amendment in any future sharing of that information.

**(5) Right to Copy of Privacy Notice:** You have the right to obtain a paper copy of this notice upon request, even if you have agreed to receive this notice electronically.

**(6) Right to Accounting of Disclosures:** You have a right to receive a list of all the times during the six year period prior to the date of your request that we or a business associate shared your information for purposes other than treatment, payment, and health care operations, and other specified exceptions. This request must be made in writing to the Privacy Contact once every 12 months at no charge. You may be charged for additional accountings.

**(7) Maintenance of Records:** PSC will maintain your records as long as specified in our contract with your private insurance company, or by applicable State and federal laws. In most cases, this is between two and seven years, and sometimes longer for children. After this period, your record may be destroyed by shredder or incineration. We may maintain a permanent record of your administrative forms, billing, and ledger for a longer period of time.

#### **Additional Terms of Privacy regarding electronic communications and the internet:**

**Regarding online social networks:** We discourage your from sending "friend" requests to your psychotherapist, and, you should expect friend requests to be ignored. Emails to psychotherapists that are sent through social networking websites are discouraged and, in general, will be deleted.

**Regarding online ratings, reviews, or comments about PSC staff or PSC in general:** Many websites available on the internet ask people to write reviews or ratings of professionals. You agree that PSC owns all copyrights to your reviews, comments, or ratings that you submit to any website on the internet regarding PSC or any psychotherapist contracted with PSC, or any PSC staff person. You agree to pay PSC for any costs PSC incurs for trying to remove reviews, ratings, or comments made by you about PSC, or any psychotherapist contracted with PSC, or any PSC staff person. These costs can be high as we will be forced to subpoena IP address information from an ISP or other entity. You are aware that PSC will pursue legal action for libel posted on the internet by you or otherwise caused by you.

**Regarding emails containing protected health information (PHI):** You agree that if you send an email to your psychotherapist with questions that require the psychotherapist to include PHI in their response, that your action of sending emails to the psychotherapist means that you have given permission for the psychotherapist to communicate through email messaging and that the psychotherapist is in no way responsible for any breach of PHI that results from communicating through email messaging. In short, you will send and receive emails with PHI at your own risk of a loss of confidentiality.

#### **QUESTIONS AND COMPLAINTS**

If you have any questions about this notice, or if you think we have violated your privacy rights, please contact Scott Costello at 20500 South LaGrange Road, Frankfort, Illinois, 60423. You may also submit a written complaint to the U.S. Department of Health and Human Services, 200 Independence Avenue SW, Washington D.C., 20201, (877) 696-6775. We will not retaliate in any way if you choose to file a complaint.

#### **RESPONSIBILITY TO COMPLY WITH NOTICE**

PSC is required to comply with the terms of the Privacy Notice currently in effect. However, PSC reserves the right to change its Privacy Policy based on its needs and changes in State and Federal law. Notice of any material change in the

Privacy Policy will be posted and made available to you in our office or at our website, [www.PersonalSolutionsCounseling.com](http://www.PersonalSolutionsCounseling.com).

### **Suggestions, Complaints and Compliments**

If you have suggestions, complaints or compliments you may send us a letter, email ([PSC9300s@gmail.com](mailto:PSC9300s@gmail.com)) or voice mail at any time. If you are unhappy with counseling, we strongly encourage you to talk about it with your counselor. We are very open to your feedback and we will take any criticisms seriously and with respect. If you believe that your counselor has been unwilling to listen and respond or has behaved unethically, you can complain to the Illinois Department of Professional Regulation. If you would like to give us anonymous feedback, please send us a letter.

**After reading this document entitled, Informed Consent for Counseling Services and Privacy Policy, I will sign my name on the Informed Consent signature page and I will be bound to the terms herein.**