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# **Consent to Treatment**

## Part 1: Your Client Rights

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), 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 health care operations. This document also represents as an agreement between us. We can discuss any questions you have when you sign this or at any time in the future.

* You have the right to ask questions about any procedures used during therapy. If you wish, I will explain my approach and methods to you.
* You also have the right to end therapy at any time without any moral, legal, or financial obligations other than those already incurred, even if further treatment is recommended. If you wish, you will be provided with the names of other qualified professionals whose services you might prefer.
* I am required to keep appropriate records of the psychological services that I provide. Your records are maintained in a secure location. Except in unusual circumstances that involve danger to yourself, you have a right to review your records at any time. I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. Expect a nominal charge due to the cost of time and materials involved in duplication.

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

**Part 2: The Therapeutic Process**

* Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular issues you are experiencing. Therapy will seek to meet goals established by all persons involved, usually revolving around a specific presenting problem.
* Psychotherapy has been shown to have benefits to those who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress, and resolutions to specific problems.
* Therapy will be focused on the goals and objectives that you set with me. I will check in with you frequently to evaluate whether we are making progress towards your goals and objectives, and I will make appropriate referrals if our work requires additional professionals. In all my work with you I will maintain the highest ethical standards.
* In working to achieve these potential benefits, therapy calls for a very active effort on your part. In order for the therapy to be successful, you will have to work on the things we talk about both during our session and at home.
* Therapeutically resolving unpleasant events and relationship patterns can arouse intense feelings. Seeking to resolve problems can lead to discomfort. If struggling with these situations, it is important that you inform me so I can assist in any ways to cope with this discomfort.

**Part 3: Sessions**

* Initial assessment(s) last approximately 60 minutes. This will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At this point, we will discuss your treatment goals and create an initial treatment plan which I encourage you to evaluate. During this time, you and/or I can decide if I am the best person to provide the services you seek. Compatibility is an important part of the therapeutic process, and I encourage you to be selective. If either of us determines it is not a good fit, I will provide you with the names of other clinicians that may be more suitable.
* Afterwards, each subsequent session (individual or family) will run 45-60 minutes, typically once per week, though sometimes more frequent sessions may be needed.
* Please note, that if you run late for your appointment, the time allowed for the session starts at the time the session was scheduled to start. It will also end at the time it was scheduled to end.
* The goals of treatment will be discussed during our first meeting, and I will check with you periodically about progress. The length of treatment is hard to calculate given the uniqueness of presenting problems and individual ways one may respond to therapy. In addition, insurance companies may limit sessions. Ideally, therapy ends when there is resolution of the presenting problem(s).
* In most cases, sessions will become less frequent as we progress, then transition to an “as needed” basis. I encourage you to do your best initially to adhere to regularly scheduled sessions to avoid us having to spend time catching up, allowing us to make ample, prompt progress. Should there be a lack of commitment to attendance, I may inquire about the necessity of treatment.
* Office hours are flexible, with availability currently Monday through Thursday.
* I can be reached by telephone at (860) 294-4505. I am often not immediately available, and it is difficult to respond to calls during sessions, so please leave a voicemail if trying to reach me. I will make my best attempt to return your call within the same day, with the exception of holidays and weekends, unless you specify it is an emergency. Emergencies are defined as situations that may require a referral to a higher level of psychological care. If you feel that you cannot wait for me to return your call, contact the nearest emergency room and ask for the psychologist or psychiatrist on call.
* **If you have a life-threatening emergency, please call 911**.

## Part 4: Confidentiality and Protected Health Information (PHI), Adults and Minors

* One of the most important rights involves confidentiality and protection of PHI. PHI constitutes information created or noted by me that can identify you. As a rule, I will disclose no information about you, or that fact that you are my client, without your written consent. Within limits of the law, information revealed by you during therapy will be kept strictly confidential and will not be revealed to any other person or agency without your written permission.
* There are some important exceptions to this rule of confidentiality. Some limits are imposed voluntarily and are standard policy within psychotherapy practice, and there are certain situations in which I am required by law to reveal PHI obtained during therapy to other persons or agencies without your permission. Also, I am not required to inform you of my actions in this regard, though I will attempt to do so if possible. These situations are as follows:
  + You threaten serious harm or death to yourself, and I believe you have the intent and ability to carry this out in the very near future. I am required to take protective action, which may include seeking hospitalization or contacting family members or others who can help provide protection.
  + You threaten serious harm or death to another, and I believe you have the intent and ability to carry this out in the very near future. I am required to take protective action, which may include notifying the potential victim, contacting the police, or seeking hospitalization.
  + Suspected abuse or neglect of a child, elderly person, or disabled person. I am required by law to notify the appropriate agency.
  + Healthcare professionals must report professional misconduct by another healthcare professional. In cases in which a professional or legal disciplinary meeting is being held regarding the health care professional’s actions, related records may be released in order to substantiate disciplinary concerns.
  + You are involved in a court case and a request is made for information about your treatment. If this happens, I will not disclose information without your written agreement unless the judge determines that the issue demands treatment records and the court requires me to release information. I will do all I can within the law to protect your confidentiality, and if I am required to disclose information to the court, I will inform you that this is happening.
  + You are in therapy by order of the court, and the results of the treatment ordered must be revealed in the court.
  + If you are seeking payment through an insurance company, as required for billing and payment (each insurer is different).
  + For health care operations such as quality control, accountants, consultants, assisting staff, or other health organizations that investigate my compliance with HIPAA regulations.
  + Disclosure of relevant information to defend myself if a client files a complaint against me.
  + In the case of any collection proceedings, if necessary.
  + In the case of survey requirements of accreditation and licensure agencies.
  + Health records may be released for the public interest and safety for public health activities, judicial and administrative proceedings, law enforcement purposes, serious threats to public safety, essential government functions, military, and when complying with worker’s compensation laws.
  + You are involved in a life-threatening emergency and I cannot ask your permission. I will share only relevant information if I believe it would be helpful to you in that present situation.
  + In the context of family therapy, information shared with me individually will be kept confidential while I will encourage open communication amongst all family members. Additionally, when more than one family member is being seen in therapy, the therapist views the family as a whole/client. Therefore, releases of information for family sessions require the written approval of every consenting member of the family who was present at any time during the treatment.
  + There are times I consult with other professional colleagues regarding our work to ensure the highest level of care, and in all conversations, I respect client confidentiality. The consultant is also legally bound to keep the information confidential.
* If I see a client under the age of 18, custodial parents have a right to information shared in the session. Custodial parents should be aware that exercising this right fully may be detrimental to the therapeutic process. It is strongly encouraged that there be confidentiality between the child and therapist. Any information received that could involve negative effects of the child’s welfare will be shared automatically. Parents do have a right to examine their child’s clinical records, unless I decide that such access is likely to injure the child, or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child’s records. If they agree, during treatment, I will provide them only with general information about the progress of the treatment and his/her attendance at scheduled sessions. Any other communication will require the child’s authorization.

## Part 5: Fee Agreement and Other Specifics

* I agree to enter into therapy with Michelle McLain, M.A., LPC. I agree to pay $175 for initial intake session(s), $150 for family sessions, $125 for individual sessions, and $25-$50 for groups. Fees are subject to change with or without prior notice.
* Insurance fees differ depending upon your plan. I do my best to investigate your insurance coverage, but strongly encourage you to explore your benefits independently. Should your insurance not pay or pay less than what was initially quoted, you will be held responsible for payment. It is in your best interest to be aware of your coverage and to know your plan’s limitations.
* Payments and co-payments are due at the end of each session, and no balance will be carried unless arranged beforehand.
* Payment may be made by check, cash, or credit card. Any checks returned to my office are subject to an additional fee up to $30 to cover the bank fee I incur.
* A **48-hour** notice is requested for cancellation of a scheduled session. If you do not meet this requirement, you agree to pay a $65 missed session fee. If you fail to call or show you will be responsible for the **full session fee**. Insurance will not pay for a failed appointment. Payment for this session is due prior to the next appointment. You may be given an exception for emergency issues.Exceptions for sudden illness or emergencies will be discussed on a case-by-case basis. If it is possible, I will try to find another time to reschedule your appointment. Brief phone calls are available to support therapy. Continual issues with not showing up at the time of the appointment can result in discharge. Please note that this fee cannot be applied to clients with Medicaid insurance. Thus, clients with Medicaid who have there or more late cancellations or missed sessions will be referred to other providers should there be indication that the pattern will continue.
* In addition to weekly appointments, it is my practice to charge $125 per hour on a prorated basis (I will break down the hourly cost) for other professional services that you may require. These may not be/are not covered by insurance. These include, but are not limited to, phone calls/phone sessions lasting longer than15 minutes, preparation of records or treatment summaries, letters/reports (non-routine), disability paperwork, and meetings/consultations. Travel time to and from meetings will be billed at the standard rate.
* I understand that if my insurance company does not pay for treatment that I will be responsible for payment in full.
* A reasonable fee will be charged for copies of any records requested by the client.
* I understand that the therapist has the right to seek legal recourse to recoup any unpaid balance. In pursuing these measures, the therapist will only disclose biographical information and the amount owed, in order to ensure confidentiality.

**Part 6: Court Fees**

* As a general policy, I cannot be available “on-call” as being called to come to court at the last minute in that this fashion is too disruptive to my practice and not fair to my clients that otherwise would be scheduled that day, sometimes taking time off from work and/or taking their children out of school to come to my office.
  + “Standby” fees are billed at a rate of $250 an hour, for any part of an hour. “Standby” is described as the time I must wait for a telephonic appearance.
  + Preparatory time (submission of records, reviewing file(s)/record review, subpoena response, report writing, court preparation with attorney, communications related to preparation) $300 per hour
  + Time required out of office (including driving time) and/or scheduled out that I otherwise would not be able to see clients (ex: missed fees due to depositions or testimony) $300 per hour
  + Depositions $400 an hour, for any part of an hour.
  + Appearance/Time required in giving testimony (includes telephonic testimony and/or actual time in the court or legal office building or building where deposed $400 an hour, for any part of an hour.
  + Phone Calls $75 per 15 minutes
  + Filing a document with the court $100
  + Mileage 53.5 cents/per mile
  + All attorney fees and costs incurred by the therapist as a result of the legal action.
  + $1,600 retainer

I require retainer to be paid in advance. If you do not reach this amount you will receive the difference back after court services are rendered.

* + All fees are doubled if I have vacation or personal time planned.
* If a subpoena or notice to meet attorney(s) is received without a minimum of 48 hours’ notice, there will be an additional $250 “express” charge. Also, if the case is reset less than 72 business hours’ notice, then the client will be charged $500 (in addition to the retainer of $1,600).

**Part 7: Insurance**

* In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes.
* 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. Managed Health Care plans such as HMOs and PPOs often require advance authorization, without which they may refuse to 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 patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy. Additionally, some companies provide Employee Assistant Plans (EAP) which can assist with the cost of services. You should review your insurance benefits or check with your insurance provider to see if your employer offers EAP services.
* You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-V. There is a copy in my office and I will be glad to let you see it to learn more about your diagnosis, if applicable.). Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.
* In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. In addition, if you are a participant of a HMO (health maintenance organization) it is your responsibility to assure that you have a referral in my office from your primary care physician. If you did not obtain authorization or a referral and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient. Either amount is to be paid at the time of the visit by check or cash. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount, that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by my provider contract.
* Please be aware that insurance verification or authorization for treatment does not guarantee payment for services.
* If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement as your insurance company may cover a portion of the cost. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will refer you to a colleague.

**Part 8: Other Rights**

* You have the right to be treated with consideration and respect for human dignity.
* You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, or national origin.
* You have the right to expect that I will not have social or sexual relationships with clients or with former clients.
* You have the right to be involved in planning your treatment and to be informed about your treatment process.
* You have the right to be involved in your discharge and aftercare planning.
* I am free to discontinue treatment at any time; however, I realize that when I have reached my goals it is important for me to discuss this in session and plan for termination with my therapist. If I do plan to discontinue treatment, I will advise my therapist.
* If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect.

**Complaints**

If you have any complaints or questions regarding these procedures, please contact me. I will get back to you in a timely manner. You may also submit a complaint to the U.S. Department of Health and Human Services.

## Out of office Contact

You may call me for scheduling and brief items that need discussion. I check messages several times a day and will usually call back within 24 hours, if not sooner. **If you have a life-threatening emergency, please call 911**. Please contact me as well and I will follow up with your treatment. I will make every attempt to inform you in advance of planned absences. When I will not be in the office for vacation/professional reasons I will still be accessible by phone and email, unless I state otherwise. In this case, however, I may take longer to respond.