



MSW Solutions, LLC

MSW Solutions Informed Consent

General Information

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

The Therapeutic Process

You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.

Confidentiality

The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
5. Suspected neglect of the parties named in items #3 and # 4.
6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name.

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

Appointment Policies

MSW Solutions is committed to providing timely appointments to anyone needing mental health care. Your attendance at scheduled appointments shows your commitment to your own health. Being courteous in keeping appointments and cancelling appointments responsibly also helps to provide appointment opportunities to others who may be waiting.

- Please cancel and reschedule appointments at least 24 hours in advance.
- If you have been given a standing appointment that you cancel more than twice consecutively, you may be removed from that appointment time.
- If you do not show (DNS) for your appointment, you will be charged \$25.00 for the missed appointment.
- The missed appointment fee must be paid prior to resuming scheduling.
- Appointments cancelled after the scheduled appointment time will be considered a DNS appointment.
- If you DNS for a second appointment, you will be removed from the opportunity to schedule for at least 6 months.
- If you are more than 10 minutes late for an appointment, without making prior arrangements, you will not be seen on that day and may not be given the opportunity to reschedule.

Eligibility/Financial Disclosure/Obligation

I understand the numbers provided by the insurance company at the date of authorization but may not be reflective of my actual benefits if I have provided misinformation or if my policy changes. I understand it is my responsibility to immediately report changes in coverage. I understand I am fully responsible for any fees not covered by insurance. Failure to provide payment for services as billed may include, but is not limited to, referral to collection through the court, or private collection agency

Court Testimony

The development of the therapeutic alliance is vital to achieving progress. Maintaining confidentiality is one of the most important components necessary to developing a safe, nurturing space in which to share and process.

If a client becomes court involved, whether it be in a custody dispute, or any other legal matter, the scope of the clinician's interaction with the court is very specifically limited by my professional licensure and code of ethics. Court interactions must be provided for through a release of information, signed by the client, or a court order. While the clinician can provide testimony as a fact witness concerning treatment, under no circumstances will the clinician make any recommendation regarding custody.

Please see:

Paragraph 4757-06-01 (F) A counselor, social worker, or marriage and family therapist shall not conduct a court evaluation in a case in which that counselor, social worker, or marriage and family therapist served in a therapeutic role for the client or his or her immediate family or has had other involvement that may compromise the counselor, social worker, or marriage and family therapist's objectivity.

4757-6-01 (F) (2): "Licensees asked by a judge to make a recommendation in a custody, visitation and/or guardianship hearing, not hired by the court to do so, shall cite their role as a client's therapist and note that any testimony would be an ethics violation of their license and they can only testify to facts that they know. Any recommendation would be based on limited facts and not within their role as this client's therapist. "

If the client and/or the disputing parties choose to compel the clinician's records and/or testimony, either by subpoena, written order, or request, please be aware of the limitations of such.

Additionally, the requesting party will be billed at a rate of \$100.00 per hour, (pro-rated in 6-minute increments.), including document preparation time, court attendance time, court testimony time, and travel time.

Electronic Communication Policy

In order to maintain clarity regarding our use of electronic modes of communication during your treatment, I have prepared the following policy. This is because the use of various types of electronic communications is common in our society, and many individuals believe this is the preferred method of communication with others, whether their relationships are social or professional. Many of these common modes of communication, however, put your privacy at risk and can be inconsistent with the law and with the standards of my profession. Consequently, this policy has been prepared to assure the security and confidentiality of your treatment and to assure that it is consistent with ethics and the law. If you have any questions about this policy, please feel free to discuss this with me.

Email and Text Message Communications: I use email communication and text messaging only with your permission and only for administrative purposes unless we have made another agreement. That means that email exchanges and text messages with my office should be limited to things like setting and changing appointments, billing matters, and other related issues. If you need to discuss a clinical matter with me, please feel free to call me so we can discuss it on the phone or wait so we can discuss it during your therapy session.

I make every effort to respond to emails, texts, and phone calls within 24 hours, except on weekends and holidays.

Email and text messaging should not be used to communicate with me in an emergency situation. In case of an emergency, please call 9-1-1 or go to the nearest emergency room.

Social Media: I do not communicate with, or contact, any of my clients through social media platforms like Twitter and Facebook. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts

can create significant privacy risks for you. I participate on various social networks outside my professional capacity. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communications with clients online through social media have a high potential to compromise the professional relationship. In addition, please do not try to contact me in this way. I will not respond and will terminate any online social media contact, no matter how accidental.

If you choose to connect to my professional Facebook page, please understand, I will provide general updates regarding services but will not address or respond to anyone, in particular. Please do not use this method to attempt contact with me.

Websites: I have a website that you are free to access. I use it for professional reasons to provide information to others about me and my practice. You are welcome to access and review the information that I have on my website and, if you have questions about it, we should discuss this during your therapy sessions.

Web Searches: I will not use web searches to gather information about you without your permission. I believe that this violates your privacy rights; however, I understand that you might choose to gather information about me in this way. In this day and age, there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that person and some of which may be inaccurate or unknown. If you encounter any information about me through web searches, or in any other fashion for that matter, please discuss this with me during our time together so that we can deal with it and its potential impact on your treatment.

Recently it has become common for clients to review their health care provider on various websites. However, mental health professionals cannot respond to such comments because of confidentiality restrictions. It is also generally preferable for clients to discuss their concerns directly with their health care provider. If you have concerns or questions about any aspect of our work together or about any previously posted online reviews of my practice, please let me know so that we can discuss them. I recommend that you do not rate my work with you on any website for several reasons. If you rate my work on a website while you are in treatment with me, it has the potential to affect our therapeutic relationship. If you choose to post an online review about me or another health care provider either while you are in treatment or afterwards, please keep in mind that you may be revealing confidential information about your treatment.

Thank you for keeping this policy in mind and for letting me know of any concerns.

Notice of Privacy Practices (Effective July 2018)

Welcome to MSW Solutions, LLC. The federal law requires us to give you a copy of this notice. It is a Notice of Privacy Practices. With this notice is an acknowledgement form the federal law requires you must to sign confirming that you have received a copy of the Notice. This document will help you understand how and when your medical information is used or disclosed by this practice.

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. Your medical information is personal. MSW Solutions, LLC. is committed to protecting your medical information. We are required by law to: Maintain the privacy of your health information; Give you this Notice of our legal duties and privacy practices; and Follow the terms of this Notice.

MSW Solutions, LLC is required by law to keep accurate medical records. It is also necessary to keep accurate records to help determine and execute the best quality care. This notice will help you understand the ways in which we may use and disclose your medical information. It is helpful that the client knows what is contained in his/her medical records. Understanding what is contained in the medical records help the client understand who, what, when and why others may need access to health

information. You will be able to make more informed decision when authorizing disclosure to others.
Possible Uses and Disclosures of Your Medical Records: There are many ways in which your medical information can be used and disclosed. Some of the following categories list examples of how information can be disclosed. Not every use and disclosure will be listed. All the ways use is permitted fall into one of the following categories:

For Treatment – We may use your medical information about you to provide you with treatment and service. We may disclose your information to other doctors or healthcare professionals who are involved in your care. We may also disclose your medical information to people who involved with your healthcare, such as family members. We may also disclose your medical information to another healthcare facility or healthcare professional that is or is going to be involved in your healthcare. For Payment - We may use and disclose your medical information so that treatment and services that you received may be billed to and payment collected from you, your insurance company, or a third party. The information on or accompanying the bill may include information that identifies you, as well as your diagnosis and procedures that were done. We may need to give your insurance company information from your session notes so that they will pay for those services. We may also give your insurance company information about treatment you are going to receive in order to obtain an authorization or payment approval.

For Healthcare Operations – The uses and disclosures for healthcare operations are necessary to improve the quality of the services we provide to our patients. We may also review your record for training and learning purposes. Your medical information may be used for licensing and/or case management.

Appointment Reminders and Phone Contact – We may contact you for scheduling or reminding you of an appointment, return your call, answer questions or informing you about treatment alternatives and test results.

We may contact you by mail or we may call or text you. If we contact you by mail, we will address the card or envelope in a sealed envelope addressed to you.

If we contact you by phone, we simply will identify our office and ask to speak with you. If you are not available, we will leave a message with the person who answered the phone asking you to call us. If you have an answering machine we will leave a message identifying our office and telephone number with a message for you to return our call, but we will not disclose any information. Please let us know in writing if you do not want us to leave a message on your answering machine. We may text you, if you agree to do so in writing.

Family and Friends – We may release medical information about you to a friend or family member who is involved with your care if we have a signed consent form on file.

Business Associate – Some of our services are performed through contracts with outside persons or organizations. When these services are contracted, we may disclose your health information to our business associate so that they can assist us with our healthcare operations. To protect your health information, we require the business associate to appropriately safeguard your information.

For Safety Purposes- We may use or disclose your medical information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or other person. Any disclosure would be to someone able to help prevent the threat.

Military and Veterans – If you are a member of the military, we may release your medical information as required by the military authorities.

Worker's Compensation – We may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs established by law.

As Required by Law – We may disclose your health information when required to so by federal, state, or

local law.

Health Oversight Activities- We may use and disclose your medical information to health oversight agencies such as auditors, inspectors, and investigators. This may be necessary in order for the government to monitor the health care systems, government programs, and compliance with civil laws.

Lawsuits and Disputes – Unless specifically required by law we will not disclose your medical information in response to a subpoena or court/administrative order without your specific authorization.

Correctional Institution – We may disclose to the institution or agents thereof, health information necessary for your health care, and the health and safety of other individuals.

Electronic Transmission: Every effort is made to protect your health care information. Electronic communication is frequently necessary between practitioner and insurance companies, referral sources, and other health care practitioners. Your consent to treat includes the knowledge that such correspondence is likely.

Your Health Information Rights: You have the right to inspect and copy medical information that may be used to make decisions about your health care. In order to inspect or copy medical information a written request must be submitted to your counselor. There may be a fee for copying and/or mailing the records.

You have the right to amend your medical information if you believe that it is incorrect or incomplete. You have this right to amend as long as the information was made at our facility. You must make the request in writing on our forms to your physician or therapist. The request must include the reason that supports your request. We may also deny your request if:

- It was not created by one of our physicians or counselors
- It is not part of the medical information kept by our facility
- It is not part of the information that you would be allowed to inspect or copy
- It is inaccurate and incomplete

You have a right to request an accounting of disclosures. Your request must be in writing. This request must state a specific time period, no longer than six years. The first request within a 12-month period is free. We reserve the right to charge you for copying any additional requests.

You have the right to request a restriction or limit the medical information we may use or disclose for treatment, payment, or health care operations. You may also request a limit on the health information that we disclose to someone involved in your care, like a family member or friend.

WE ARE NOT REQUIRED TO AGREE TO YOUR REQUEST. In order to request restrictions, you must do so in writing, on a form that will be provided. The following information is needed in the request.

- What information you want to limit
- Whether you want to limit use, disclosure, or both
- To whom the limits apply.

You have the right to request that we communicate with you regarding medical matters in a certain way. Example – contact you only at work or only at home. Such a request must be done in writing. We will accommodate all reasonable requests. The request must specify how or where you wish to be contacted.

You have a right to a paper copy of this Notice of Privacy Practices. You may ask for a copy at any time. **Changes to this Notice:** We reserve the right to change this notice at any time. We also reserve the right to make this change effective for medical information we already have regarding you and information we will receive about you in the future. We will post this notice in the waiting area. This notice will contain the effective date of the notice.

Complaints: We are committed to protecting your health information. Despite good faith efforts there may be times when questions, concerns, or problems arise. If you have concerns or believe that we

have violated your privacy rights, please contact us immediately. You may do so by filling out a complaint form or you may contact us by phone. You may identify yourself or remain anonymous.

We take all concerns and complaints seriously and will investigate each one promptly. If we make a mistake we will do what we can to correct it and take steps to prevent such mistakes from recurring in the future. If we did not make a mistake we will provide you with an explanation. We will make every effort to complete our investigation within 30 days.

Under no circumstances will we retaliate against you for expressing concerns or filing a complaint relating to your privacy rights. You also have the right to contact the Department of Health and Human Services secretary if you believe your privacy rights have been violated.

Other Uses of Medical Information: Other uses and disclosures of your medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you give us permission to use or disclose your medical information you can revoke it at any time with a written request.

Acknowledgement

By checking /signing below, I indicate that I have read and reviewed the following policies:

*Confidentiality

*Appointment Policies *Eligibility/Financial Disclosure/Obligation

*Court Recommendations/Appearances

*Electronic Communication Policy

*Notice of Privacy Practices and agree to the terms and conditions..

Client Full Name:

Client Date Of Birth:

Signature

Date _____

Electronic Signature: My check mark indicates my signature