

Client Name: \_\_\_\_\_ Client Date of Birth: \_\_\_\_\_

## **FourPoints Health – Mental Health Program INFORMED CONSENT FOR OUTPATIENT SERVICES**

Welcome to FourPoints Health. This document contains important information about the professional mental health services you will receive. Please read it carefully and jot down any questions you might have so that we can discuss them at your first meeting.

### **MENTAL HEALTH SERVICES**

Mental health therapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular problems you hope to address. There are many different methods used to deal with those problems. Therapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. For the therapy to be most successful, you will have to work on things discussed both during your sessions and at home.

Therapy can have benefits and risks. Because therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, therapy has also been shown to have benefits for people who fully engage in the therapeutic process. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees as to what you will experience.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what your work will include and a treatment plan to follow if you decide to continue with therapy. You should evaluate this information along with your own opinions about whether you feel comfortable working with the therapist. At the end of the evaluation, your therapist will notify you whether they are a good fit for your needs. If not, the therapist will give you referrals to other practitioners whom they believe are better suited to help you.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about therapy procedures, you should discuss them whenever they arise. If your doubts persist, your therapist will be happy to refer you to another mental health professional for a second opinion.

### **NATURE OF THE THERAPEUTIC RELATIONSHIP**

You are entering into a professional relationship with your mental health therapist. Most therapy relationships develop strong trust and a genuine supportive bond. However, it is important to note that this relationship cannot develop or transition into a personal or business relationship outside of therapy. Your therapist has strict ethical boundaries that prohibit them from entering any other relationship with you whether that is personal, business, financial, or other types of relationships. Although it may feel normal and natural to want to include your therapist in your life outside of therapy, please know that your therapist will have to decline in order to maintain professional boundaries.

It is your therapist's ethical duty to discuss boundaries with you so that you understand the things you are able to do within the relationship. If you are unsure whether something would cross a boundary, please bring this up with your therapist so it can be discussed and resolved.

Gift giving or receiving: Because of the special nature of the therapeutic relationship, it may feel normal and natural for a client to want to give gifts to the therapist. Although your therapist will be genuinely appreciative of your thoughtfulness, they will be unable to accept gifts from you nor give gifts to you, unless it falls under specific cultural practices that you and your therapist agree are appropriate. Your therapist has strong ethical guidelines that they must follow to protect you and your relationship and refraining from giving or receiving gifts is best practice.

## **APPOINTMENTS/MEETINGS**

Your therapist will normally conduct an assessment that will last from 1 to 2 of your first sessions. During this time, you can decide if your therapist is the best person to provide the services you need to meet your treatment goals. If you agree to begin therapy, your therapist will usually schedule one session (typically 50 minutes each) every one to two weeks, although some sessions may be shorter or longer or more or less frequent. This will depend on your therapist's decision on your treatment needs. Once an appointment is scheduled, you will be expected to provide 24 hours advance notice of cancellation unless you both agree that you were unable to attend due to circumstances beyond your control. If it is possible, your therapist will try to find another time to reschedule the appointment.

## **LATE POLICY**

*If you are not able to make your appointment at the scheduled time, please reschedule 24 hours in advance. In order to keep the schedule flowing and keep other patient appointments on time, arrivals that are more than 10 minutes late will need to have their appointment rescheduled. \_\_\_\_\_ (Please initial here)*

## **PROFESSIONAL FEES**

If you are covered by insurance, billing amounts may vary depending on the type of insurance you have. Your insurance co-pay is due at the time of service. Fees may also be discounted if you are participating in the sliding scale fee program or a church assistance program.

You will need to contact the clinic front desk to complete initial paperwork, arrange for your insurance billing, and find out what co-pay you will have for the service. Please request a fee list from the clinic front desk if you would like to know the cash-pay amounts of specific services.

It will be up to you to contact the billing office for clarification if you have any questions about your bill. It is also up to you to contact your insurance to find out if your therapist is a covered provider or if the services are considered out of network. If the appointment runs more than the allotted time, your therapist will charge accordingly. In addition to weekly appointments, your therapist will charge an additional fee for other professional services you may need. Other professional services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of treatment summaries, and the time spent performing any other service you may request. *Additional services are provided at the discretion of the therapist and may not be available to you.* If you become involved in legal

proceedings that require your therapist's participation, you will be expected to pay for any professional time your therapist spends on your legal matter, even if the request comes from another party. [Your therapist will charge per hour for professional services your therapist is asked or required to perform in relation to your legal matter.] Unless required by the court, your therapist may choose to decline to participate in legal proceedings.

## **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless otherwise agreed upon with the billing office or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when such services are requested.

FourPoints Health retains the option of using legal means to secure the payment of delinquent accounts. This may involve hiring a collection agency or going through small claims court. [If such legal action is necessary, its costs will be included in the claim.] In most collection situations, the only information your therapist will release regarding a patient's treatment is his/her name, the dates, times, and nature of services provided, and the amount due.

## **INSURANCE REIMBURSEMENT**

In order for you 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. However, you (not your insurance company) are responsible for full payment of fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, your therapist will provide you with whatever information they can, based on evaluation and experience, and will be happy to help you in understanding the information needed by your insurance company.

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 often require authorization before they 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. Though 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 your therapist to provide services to you once your benefits end. If this is the case, your therapist will try to assist you in finding another provider who will help you continue your therapy.]

You should also be aware that most insurance companies require that your therapist provide them with your clinical diagnosis. Sometimes your therapist must provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, your therapist has 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. Your therapist will provide you with a copy of any records submitted if you request it. ***You understand that, by using your insurance, you***

*authorize FourPoints Health to release such information to your insurance company. Your therapist will try to keep that information limited to the minimum necessary.*

Once FourPoints Health has all the information about your insurance coverage, your therapist will discuss what you can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services yourself to avoid the potential issues described above [unless prohibited by the insurance contract].

## **CONTACTING YOUR THERAPIST**

Your therapist is often not immediately available by telephone. Though your therapist is usually in-office between [9 AM and 5 PM], your therapist will not answer the telephone when they are with a patient. When your therapist is unavailable, their telephone is answered by confidential voice mail that the therapist monitors frequently. Your therapist will make every effort to return your call within 24-48 hours, except for weekends and holidays. If you are difficult to reach, please inform your therapist of days and times when you will be available. If you are unable to reach your therapist and feel that you cannot wait for them to return your call, contact your family physician or the nearest emergency room and ask for the therapist on call. If your therapist will be unavailable for an extended time, your therapist will provide you with the name of a colleague to contact, if necessary.

## **ELECTRONIC COMMUNICATIONS**

In order to maintain clarity regarding the use of electronic modes of communication during your treatment, FourPoints Health has prepared Electronic Communication Standards that you will be expected to review and sign. As technology advances, there are more and more types of electronic communications available. However, many of these common modes of communication are not secure for mental health care, may put your privacy at risk, and can be inconsistent with privacy laws and/or with mental health therapy professional standards. Consequently, the above-mentioned standards have been prepared to assure the security and confidentiality of your treatment and to assure that it is consistent with ethics and the law.

Your therapist's ethical standards prohibit them from joining in social media contact with you or your family. Your therapist will not do internet research on you or your family.

You will be provided with a separate information sheet covering our Electronic Communication Standards. Please review that information and discuss with your therapist if you have questions.

## **COURT ORDERED SERVICES**

If you have been court ordered into treatment, please be aware that your therapist may be legally obligated to report back to the court on your progress. Reporting to other agencies involved in your case (e.g. Adult Probation and Parole, Division of Child and Family Services, etc.) will require a signed release of information. Your therapist will keep disclosure of your information to the minimum necessary to assist in your completion of court requirements. Please also be aware that lack of attendance or progress in therapy may have legal ramifications to you that are beyond your therapist's control. It is your responsibility to fully inform your therapist of your court requirements and sign the necessary release forms for your therapist to assist you. Any written documentation of your services requires a 2 week advance notice to your therapist and there may be additional fees for additional written documentation.

## **CONFIDENTIALITY [for adult patients]**

**In general, the privacy of all communications between a patient and a therapist is protected by law, and your therapist can only release information about your therapy to others with your written permission. However, there are a few exceptions.**

You have the right to sign a release of information in order for your therapist to be able to speak with other individuals or agencies about your case. Without a release of information, or sufficient court order, your therapist cannot confirm that they know you or discuss anything about you or your treatment.

In most legal proceedings, you have the right to prevent your therapist from providing any information about your treatment. In some legal proceedings, a judge may order your therapist to release documentation and/or provide testimony regarding your treatment, and your therapist must comply with that court order.

There are some situations in which your therapist is legally obligated to take action to protect you or others from harm. This action may include revealing some information about a patient's treatment.

If your therapist has reason to believe that a child, elderly person, or disabled person is being, or has been, abused or neglected, your therapist must make a report to the appropriate state agency.

If your therapist believes that you are threatening serious bodily harm to another (homicidal intent), your therapist is required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If you threaten to harm yourself (suicidal intent), your therapist may be obligated to seek hospitalization for you or to contact family members or others who can help provide protection. If this type of situation occurs in the course of your work together, your therapist will attempt to fully discuss it with you before taking any action.

Your therapist may occasionally find it helpful to consult other professionals about your case to provide you with the best possible treatment. During a consultation, your therapist makes every effort to avoid revealing your identity. The consultant is also legally bound to keep the information confidential. Ordinarily, your therapist will not tell you about these consultations unless your therapist believes that it is important to your work together.

Although this written summary of exceptions to confidentiality is intended to inform you about potential issues that could arise, it is important that you discuss any questions or concerns that you may have with your therapist. Your therapist will be happy to discuss these issues with you and provide clarification when possible. However, you may want to seek legal advice if you have specific concerns or legal questions that your therapist cannot answer, as the laws governing confidentiality are quite complex and your therapist cannot provide legal advice.

## **TERMINATION OF SERVICES**

Ideally, your therapy services will terminate when you have reached your therapeutic goals and feel significant improvement in your mental health and functioning. At that time, your therapist will provide you with a few closure sessions to help you transition out of therapy. However, there are times when a therapeutic relationship must be terminated prior to reaching resolution of symptoms. In the event that your therapist is unable to perform their duties due to absence, illness, or incapacitation, your therapist or their representative will arrange for another therapist to assist in your treatment or refer you to a therapist in the community to continue your treatment. If you are terminated from services at FourPoints Health due to your behavior (i.e. being rude,

disorderly, or threatening any agency staff), your therapist will, at your request, refer you to another therapist in the community to continue your services.

## **RECORDS**

Your records will be kept by FourPoints Health for a period of time determined by state law. You have the right to request your records using an approved records request process. Your therapist is ethically obligated to withhold a portion of your records if they feel it will be detrimental to you to read them. Your therapist will take the time to discuss this with you and explain their reasoning for withholding the record.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during your professional relationship.

CLIENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## **MINORS**

### **Parent Authorization for Minor's Mental Health Treatment**

In order to authorize mental health treatment for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced from the other parent of your child, please notify the therapist immediately. The therapist will ask you to provide them with a copy of the most recent custody decree that establishes custody rights for you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child.

If you are separated or divorced from the child's other parent, please be aware that it is the therapist's responsibility to notify the other parent that the therapist is meeting with your child. All parents have the right to know that their child is receiving mental health evaluation or treatment unless there are truly exceptional circumstances.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and the therapist regarding the child's treatment. If such disagreements occur, the therapist will strive to listen carefully so that they can understand your perspectives and fully explain their perspective. You and the therapist can resolve such disagreements, or can agree to disagree, so long as any disagreement does not impede your child's therapeutic progress. Ultimately, parents decide whether therapy will continue. If either parent decides that therapy should end, the therapist will honor that decision, unless there are extraordinary circumstances. However, in most cases, the therapist will ask that you allow the option of having a few closing sessions with your child to appropriately end the treatment relationship.

### **Individual Parent/Guardian Communications with Therapist**

In the course of treatment of your child, the therapist may meet with the child's parents/guardians either separately or together. Please be aware, however, that, at all times, the therapist's patient is your child – not the parents/guardians nor any siblings or other family members of the child. If the therapist meets with you or other

family members in the course of your child's treatment, the therapist will make notes of that meeting in your child's treatment records. Please be aware that those notes will be available to any person or entity that has legal access to your child's treatment record.

### **Mandatory Disclosures of Treatment Information**

In some situations, the therapist is required by law or by the guidelines of the profession to disclose information, whether or not the therapist has yours or your child's permission.

#### **Confidentiality cannot be maintained when:**

- Child patients tell the therapist they plan to cause serious harm or death to themselves (suicidal intent), and the therapist believes they have the intent and ability to carry out this threat in the very near future. The therapist must take steps to inform a parent or guardian or others of what the child has said and how serious the therapist believes this threat to be and to try to prevent the occurrence of such harm.
- Child patients tell the therapist they plan to cause serious harm or death to someone else (homicidal intent), and the therapist believes they have the intent and ability to carry out this threat in the very near future. In this situation, the therapist must inform a parent or guardian or others, and the therapist may be required to inform the person who is the target of the threatened harm, and the police.
- Child patients are doing things that could cause serious harm to them or someone else, even if they do not intend to harm themselves or another person. In these situations, the therapist will need to use their professional judgment to decide whether a parent or guardian should be informed.
- The therapist suspects or learns that a child is being neglected or abused--physically, sexually, or emotionally--or that it appears that they have been neglected or abused in the past. In this situation, the therapist is required by law to report the alleged abuse to the appropriate state child-protective agency.
- The therapist is ordered by a court to disclose information.

### **Disclosure of Minor's Treatment Information to Parents**

Therapy is most effective when a trusting relationship exists between the therapist and the patient. Privacy is especially important in earning and keeping that trust. As a result, it is important for children to have a "zone of privacy" where children feel free to discuss personal matters without fear that their thoughts and feelings will be immediately communicated to their parents. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy.

It is the therapist's duty to provide you with general information about your child's treatment, but NOT to share specific information your child has disclosed without your child's agreement. This includes activities and behavior that you would not approve of — or might be upset by — but that do not put your child at risk of serious and immediate harm. However, if your child's risk-taking behavior becomes more serious, then the therapist will need to use their professional judgment to decide whether your child is in serious and immediate danger of harm. If the therapist feels that your child is in such danger, the therapist will communicate this information to you.

**Example:** If your child tells the therapist that he/she has tried alcohol at a few parties, the therapist will keep this information confidential. If your child tells the therapist that he/she is drinking and driving or is a passenger in a car with a driver who is drunk, the therapist will not keep this information

confidential from you. If your child tells the therapist, or if the therapist believes based on things they learn about your child, that your child is addicted to drugs or alcohol, the therapist will not keep that information confidential.

**Example:** If your child tells the therapist that he/she is having voluntary, protected sex with a peer, the therapist will keep this information confidential. If your child tells the therapist that, on several occasions, the child has engaged in unprotected sex with strangers or in unsafe situations, the therapist will not keep this information confidential.

You can always ask the therapist questions about the types of information the therapist would disclose. You can ask in the form of “hypothetical situations,” such as: “If a child told you that he or she were doing \_\_\_\_\_, would you tell the parents?”

Even when we have agreed to keep your child’s treatment information confidential from you, the therapist may believe that it is important for you to know about a particular situation that is going on in your child’s life. In these situations, the therapist will encourage your child to tell you, and the therapist will help your child find the best way to do so. Also, when meeting with you, the therapist may sometimes describe your child’s problems in general terms, without using specifics, to help you know how to be more helpful to your child.

### **Disclosure of Minor’s Treatment Records to Parents**

Although the laws of Utah may give parents the right to see any written records the therapist keeps about your child’s treatment, by signing this agreement, you are agreeing that your child or teen should have a “zone of privacy” in their meetings with the therapist, and you agree not to request access to your child’s written treatment records.

### **Parent/Guardian Agreement Not to Use Minor’s Therapy Information/Records in Custody Litigation**

When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, but particularly for children. Although the therapist’s responsibility to your child may require helping to address conflicts between the child’s parents, the therapist’s role will be strictly limited to providing treatment to your child. You agree that in any child custody/visitation proceedings, neither of you will seek to subpoena therapy records or ask the therapist to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing therapeutic opinion about parental fitness or custody/visitation arrangements.

Please note that your agreement may not prevent a judge from requiring therapist testimony, even though the therapist will not do so unless legally compelled. If the therapist is required to testify, the therapist is ethically bound not to give their opinion about either parent’s custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, the therapist will provide information as needed, if appropriate releases are signed or a court order is provided, but the therapist will not make any recommendation about the final decision(s). Furthermore, if the therapist is required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for the therapist’s participation agrees to pay the appropriate rate, per hour, for time spent traveling, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs.

**Child/Adolescent Patient:**

By signing below, you show that you have read and understood the policies described above. If you have any questions as you progress with therapy, you can ask your therapist at any time.

Minor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Parent/Guardian of Minor Patient:**

Please initial after each line and sign below, indicating your agreement to respect your child's privacy:

I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will be provided with periodic updates about general progress, and/or may be asked to participate in therapy sessions as needed.

\_\_\_\_\_

Although I may have the legal right to request written records/session notes since my child is a minor, I agree NOT to request these records in order to respect the confidentiality of my child's/adolescent's treatment.

\_\_\_\_\_

I understand that I will be informed about situations that could endanger my child. I know this decision to breach confidentiality in these circumstances is up to the therapist's professional judgment, unless otherwise noted above.

\_\_\_\_\_

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I have read, understood, and agree to the above listed information regarding mental health treatment of my minor child and hereby authorize mental health treatment for my minor child.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_