

Informed Consent

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Welcome to my practice. The following reviews confidentiality practices, office policies and the use of your protected health information (PHI) including your rights and access to that information. Please review it carefully and ask any questions you may have. When you sign this document, it will represent an agreement between us.

I. Your protected health information (PHI):

Your ***protected health information (PHI)*** is used for *treatment, payment, and health care operations* purposes with your *written authorization*.

- *Treatment* is when I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist. To disclose your private information to a provider outside my practice, I need your consent.
- *Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage. If you are paying for services with insurance, you are consenting to my communication with your insurance company and as applicable, with third party billers.
- *Health Care Operations* are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination. In such activities, your private health information is protected by HIPPA and I am only permitted to release the minimum necessary information.

II. Professional Records:

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. At any time, you are welcome to ask questions about your treatment, diagnosis and progress so that we may discuss together. You have the right to request amendments to your records, to view accounting and billing information, and to restrict access of your protected health information. In those instances when I am asked for information for purposes outside of treatment, payment, or health care operations, I will obtain an authorization from you before releasing this information.

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If we are doing psychological testing, you will receive a report including all of your raw scores and the translated meaning of those scores. I am required to keep your “raw data” on file for 7 years after which time I destroy it. You may contact me at any time for assistance pertaining to the testing we completed within a 7 year period.

You may revoke all authorizations to disclose your PHI at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

Policy Related to Litigation:

If you become involved in any civil or custody litigation that requires me to testify or give a deposition, you will be expected to pay for my professional time even if I am called to testify by another party. You are advised that if you need an expert witness in the case, you should hire someone else for that specific purpose. I am very reluctant to become involved in any legal proceeding and reserve the right to resist involvement, pending a court order, if I do not believe my involvement is in your best interest. If I am subpoenaed or ordered to release records or testify, I may be required to do so and will inform you of the above.

III. Confidentiality:

Services provided between a psychologist and patient are confidential and protected by law. In rare instances, I may disclose your protected health information (PHI) without **your consent or authorization**. These circumstances are listed below:

- *Child Abuse* – If I have reasonable cause to believe a child known to me in my professional capacity may be an abused child or a neglected child, I am mandated to report this belief to the appropriate authorities.
- *Adult and Domestic Abuse* – If I have reason to believe that an individual (who is protected by state law) has been abused, neglected, or financially exploited, I am mandated to report this belief to the appropriate authorities.
- *Serious Threat to Health or Safety* – If you communicate to me a specific threat of imminent harm against a person or group of persons or if I believe that there is clear, imminent risk of physical or mental injury being inflicted against another individual or individuals, I may make disclosures that I believe are necessary to protect those persons from harm. If I believe that you present an imminent, serious risk of physical or mental injury or death to yourself, I may make disclosures I consider necessary to protect you from harm.
- *Health Oversight Activities* – I may disclose protected health information regarding you to a health oversight agency for oversight activities authorized by law, including licensure or disciplinary actions.

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- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made for information by any party about your evaluation, diagnosis and treatment and the records thereof, such information is privileged under state law and I must not release such information without a court order or your written consent. I can release the information directly to you on your request. Information about all other psychological services is also privileged and cannot be released without your authorization or a court order. The privilege does not apply when you are being evaluated for a third party or under court order.
- *Worker's Compensation* – I may disclose protected health information regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

Psychologist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI. If I revise my policies and procedures, I will provide you with an updated notice in writing.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I am unable to amend records, I will share with you my reasoning and answer any questions you have.
- I will discuss with you any concerns you have about our work and share candidly my observations pertaining to progress and lack of progress in treatment.

V. Office Policies

Substance Use Policy:

It is important that as your psychotherapist, I be aware of your substance use in order to understand the impact of that use on your mood, alertness, and overall coping and wellness. You are expected not to come to session under the influence of substances. If your substance use significantly interferes with our ability to work together in treatment, I will let you know and we may consider changes or alternatives to our current work.

Email

If you choose to communicate with me by email, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. In general, I recommend email use solely for scheduling appointments.

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Cancellation Policy

If you are late for a scheduled appointment, we will end on time as my schedule does not permit lengthening appointments. If you need to cancel or reschedule an appointment, you must give at least **24 hours prior notice**, or you will be charged for your appointment. This time is required for me to make other arrangements. If you are using insurance for services, please note that missed sessions are **due out of pocket at full fee** as I cannot bill your insurance for a session you did not attend.

Over Due Accounts

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. 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 I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

Outcomes of Psychotherapy, Assessment, and Consultation

Outcomes of psychotherapy, assessment and consultation depend on the unique circumstances surrounding your needs, objectives and our working relationship. While I cannot guarantee any specific outcomes of this process, I do make a commitment to working with you towards your goals and ask that you relay any experience of dissatisfaction or concern.

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

Signed _____ Date ____ / ____ / ____

Parent/Guardian _____ Date ____ / ____ / ____

Witness _____ Date ____ / ____ / ____

Please write your preferred telephone number below:

May we leave a message?

Y

N