

## **Mt. Diablo Psychological Services' HIPAA Informed Consent Form**

### **1. Treatment Agreement**

This document contains important information about our professional services and business policies. It also contains information about a law passed by the federal government called the Health Insurance Portability and Accountability Act, which generated many new rules designed to protect patient privacy and rights.

### **2. Phone access and Emergencies**

If you need to reach your therapist, please use the contact number(s) that you have been given by your therapist. We pick up our messages frequently. If you are unable to reach your therapist and have a life-threatening emergency, please call the Contra Costa Crisis Hotline at (800) 833-2900, call 911, or go to your local emergency room.

### **3. Billing**

You will be responsible for paying the agreed upon amount for services provided. Fees will be charged on a pro-rated basis for other professional services necessary for good care or for professional services that you may need. These might include time spent writing letters, reports or treatment summaries on your behalf, and time spent speaking to other professionals on your treatment team. Time spent on the telephone exceeding fifteen minutes is billable at the rate agreed upon between you and your therapist. Failure to pay your bill may result in termination of treatment. If this occurs, we will provide you with alternative providers/agencies. Failure to pay your bill or failure to make a payment arrangement can result in the use of a collection agency or small claims court.

### **4. Appointments and Cancellations**

An appointment involves the reservation of time specifically for you, and a minimum of twenty-four (24) hours notice is required for cancellation and/or rescheduling of your appointment. The full fee will be charged for missed appointments and late cancellations. *Insurance companies do not pay for either.*

### **5. Psychotherapy**

The goal of mental health treatment is to decrease targeted symptoms. There are some risks to treatment. Symptoms can worsen before they improve or may persist even after treatment is complete. New symptoms or treatment issues may emerge during the course of treatment. Progress related to mental health symptoms or issues can result in changes that have the potential to disrupt life patterns or interpersonal relationships. There are also benefits to treatment.

Individuals participating in mental health treatment often learn skills to help cope with difficult emotions, change ineffective patterns of thinking, improve interpersonal communication, and demonstrate a positive impact overall behavior and personal wellness.

If you or your therapist determine that you are not benefiting from treatment, either of you may elect to initiate a discussion of your treatment alternatives. Treatment alternatives may include, among other possibilities, referral, changing your treatment plan, or terminating your therapy. It is best to discuss this in a planned termination session if at all possible.

## **6. Confidentiality**

- a. The law protects the privacy of all communications between a patient and a psychotherapist. In most situations, we can only release information about your treatment to others if you sign a written authorization form. But, there are some situations where we are permitted or required to disclose information without your consent or authorization. These exceptions are as follows:
  1. If you threaten to harm yourself or someone else, we may be obligated to take action. This might involve notifying a potential victim, contacting the police, pursuing hospitalization or contacting family members or others who can help provide protection.
  2. If you are involved in legal proceedings wherein your mental or emotional condition is relevant and when a subpoena or court order is served on me, we may be required to release confidential information about you. We will make every effort to discuss this with you beforehand.
  3. If we suspect or have knowledge that a child under 18 has been the victim of child abuse or neglect, the law requires that we file a report with the appropriate governmental agency. We also may make a report if we know or reasonably suspect that mental suffering has been inflicted upon a child. Once such a report has been filed, we may be required to provide additional information.
  4. If we suspect or have knowledge that an elder or dependent adult has been the victim of abuse or neglect, the law requires that we report to the appropriate governmental agency. Once such a report is filed, we may be required to provide additional information.
  5. Part of a therapist's responsibility is to consult with other professionals and seek supervision when needed. Dialectical Behavior Therapy (DBT) therapists participate in ongoing DBT treatment team meetings. Associates at Mt. Diablo Psychological Services (MDPS) seek consultation from one another and from DBT expert, Linda Dimeff, Ph.D. Identifying information such as names and clearly identifiable biographical information is not shared during these meetings. The purpose of these consultations and team meetings are to enhance your treatment. While efforts will be made to not disclose your identity, by participating in the services provided by MDPS, you are agreeing that your therapist can disclose information and discuss your treatment at these meetings.

**7. Grievances**

If you have concerns or complaints about the care that you are receiving, we want to know. This sort of feedback is often a valuable and necessary part of effective treatment.

If communicating directly with your therapist is not possible, you may file a grievance with the relevant governing body. If your therapist is a psychologist, you would file the complaint with the California Board of Psychology. If you wish to learn more, please visit the following website:  
<http://www.psychboard.ca.gov/consumers/filecomplaint.shtml>.

If your therapist is a Marriage and Family Therapist or Clinical Social Worker, you would file a complaint with the California Board of Behavior Sciences. If you wish to learn more, please visit the following website: <http://www.bbs.ca.gov>.

**8. Notice of Mental Health Policies and Practices to Protect the Privacy of Health Information**

Mt. Diablo Psychological Services is required by law to maintain the privacy of your medical information and to provide you with notice of our legal and privacy duties. This notice, called the Notice of Mental Health Policies and Practices to Protect the Privacy of Health Information, describes how mental health information about you may be used and disclosed and how you can get access to this information. By signing below, you are acknowledging that you have received the Notice of Mental Health Policies and Practices to Protect the Privacy of Health Information.

By signing below you are acknowledging the receipt of said notice.

MDPS reserves the right to change these terms, and any changes made will be effective for all medical information maintained. Please be advised that an updated copy of this notice will be available on our website at [mtdiablopsychologicalservices.com](http://mtdiablopsychologicalservices.com).

**I acknowledge receipt of the Notice of Privacy Practices of MDPS.**

\_\_\_\_\_  
Printed name of patient

\_\_\_\_\_  
Signature of patient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of parent/guardian

\_\_\_\_\_  
Signature of parent/guardian

\_\_\_\_\_  
Date

## Email and Text Message Consent Form (Optional)

Patient Name: \_\_\_\_\_

Email: \_\_\_\_\_

Text message number(s): \_\_\_\_\_

If Applicable:

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_

### 1. Risk of Using Email and/or Text Message

Transmitting patient information by email or text has a number of risks that patients should consider before using email or text. These include, but are not limited to, the following risks:

- a. The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) recommends that e-mail that contains protected health information be encrypted. Emails and text messages sent from your therapist are not encrypted, so they may not be secure. Therefore it is possible that the confidentiality of such communications may be breached by a third party.
- b. Email/text can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
- c. Senders can easily misaddress email/text.
- d. Email/text is easier to falsify than handwritten or signed documents.
- e. Backup copies of email/text may exist even after the sender or the recipient has deleted his or her copy.
- f. Employers and on-line services have a right to inspect email or text transmitted through their systems.
- g. Email/text can be intercepted, altered, forwarded, or used without authorization or detection.
- h. Email/text can be used to introduce viruses into computer systems.
- i. Email/text can be used as evidence in court.

### 2. Conditions for the Use of Email/Text

Your therapist cannot guarantee but will use reasonable means to maintain security and confidentiality of email/text information sent and received. Patients must acknowledge and consent to the following conditions:

- a. Email is not appropriate for urgent or emergency situations. Your therapist cannot guarantee that any particular email will be read and responded to within any particular period of time.
- b. Text messages may be used (at the therapists discretion) to initiate coaching calls with the therapist. However, the content of urgent phone coaching typically occurs over direct voice-to-voice communications.

- c. All clinically relevant email/text will typically be printed and filed in the patient's medical record.
- d. Your therapist will not forward patient identifiable email/text outside of the Mt. Diablo Psychological Services without the patient's prior written consent, except as authorized or required by law.
- e. In the event that the patient does not comply with the conditions herein, your therapist may terminate patient's privilege to communicate by email/text with Practice.

### 3. Patient Acknowledgement and Agreement

**I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of email/text between you and your therapist, and consent to the conditions and instructions outlined.**

\_\_\_\_\_  
Printed name of patient

\_\_\_\_\_  
Signature of patient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of parent/guardian

\_\_\_\_\_  
Signature of parent/guardian

\_\_\_\_\_  
Date

**Authorization of Debit/Credit Card (Optional)**

Cardholder Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ (Visa or MC only)

Exp. Date: \_\_\_\_\_ CVC Code: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

I, \_\_\_\_\_, authorize my therapist at Mt. Diablo Psychological Services, to charge the credit card as named above for health services rendered to \_\_\_\_\_.

Services that may be charged to this credit card include, but are not limited to the following:

- Mental Health Assessment
- Individual Therapy
- Family Therapy
- Group Therapy
- Case Management Services
- Consultation
- Missed Session

**Charges will be made at the time of service or monthly for the balance due. This agreement will expire after treatment is terminated and no further charges are incurred.**

**Your signature below indicates that you have read and agree to abide by the terms of this document during the course of our professional relation.**

\_\_\_\_\_  
Printed name of patient/parent/guardian

\_\_\_\_\_  
Signature of parent/guardian

\_\_\_\_\_  
Date