

CONSENT TO USE OR DISCLOSE CLINICAL INFORMATION

Please be aware that this Consent is provided because of all the laws pertaining to the release of any information you share with a health care provider.

I authorize **Bernard McDowell, LCSW** to use and disclose the health and clinical information of

[Your name and/or child's name]

for the purposes of Treatment, Payment, and Health Care Operations as defined in the box below in consistent with the Federal Privacy Rule issued by the Health and Human Services Department.

Treatment: Under Federal Law, this includes providing care, coordinating or managing your care with third parties, and consultations with other health care professionals. However, State and professional ethical standards are more stringent. Though permitted under Federal Law, Bernard McDowell will not share any “individually identifiable information” with other professionals unless I have your written authorization or in case of other legal exceptions noted in the Notice of Privacy Practices—such as required by child and elder abuse laws. This consent includes treatment provided by any professional who covers this practice on an on-call professional.

Payment includes uses and disclosures of information about you required for determining your eligibility for health plan coverage, billing and receiving payment for your health benefit claims, and health plan management activities which may include review of your services for clinical necessity, justification of charges, precertification and preauthorization.

Health Care Operations includes the administrative and business functions of Bernard McDowell’s practice.

As recommended by Federal Law, we ask that you verify that you received a copy of our *Notice of Privacy Practices* by signing your initials here: _____.

As more fully explained in the *Notice of Privacy Practices*, Bernard McDowell is covered by the Federal HIPAA law. Therefore, by that law you have the right to request restrictions on how Bernard McDowell will use and disclose your protected health information for treatment, payment, and health care operations as outlined above and elaborated in his Notice of Privacy Practices. However, consistent with the Federal law, Bernard McDowell is not required to agree to your request. If he does agree, he is required to comply with your request though the exceptions listed in the Notice of Privacy Practices remain in effect.

I understand that I have the right to revoke this CONSENT provided that I do so in writing, except to the extent that action has already been taken in reliance on this CONSENT.

[Signature of Client and/or Parent or Guardian] Date: _____

[Signature of Client and/or Parent or Guardian] Date: _____

PLEASE READ AND SIGN THE REVERSE SIDE (DIRECTLY BELOW IF ACCESSED ONLINE)

OFFICE USE ONLY: _____

General Practice Policies: Fees, Insurance, Emergencies, Phone Calls

The following statement is provided by Bernard McDowell, L.C.S.W. to potential clients in order to establish, in summary, clear ground rules for our work together. It is also the common *legal standard of practice* to have clients sign a *disclosure statement* to insure they are informed of a counselor's policies, therapeutic approach, and laws about confidentiality. Note that Mr. McDowell's practice is independent of other businesses sharing the same Suite of offices.

Fees, Length of Sessions, and Cancellation Policy: Unless otherwise arranged through a 3rd party (e.g. a parent), the fee for an initial 80 minute assessment is \$185 and thereafter, \$145 per 50 minute session; or \$185 for an 80 min session. By special arrangement intensive sessions may be scheduled over a couple of days with the fee adjusted accordingly. You may cancel any scheduled sessions without charge if more than 48 hours notice is given. **For less than 48 hours notice or for missed appointments, one half of the fee will be charged according to the length of the session that had been scheduled.** However, after 3 cancellations, Mr. McDowell may renegotiate this contract to e.g. charge the full fee for late cancellation or terminate treatment. Late cancellation fees are always the client's responsibility. Payment for all sessions is due at the time of the session. It isn't possible to guarantee specific results with counseling – **payment is for the professional time commitment** and is due at the time of the session.

Insurance Payments: As of October 21, 2016, I'm not billing insurance nor willing to respond to any insurance company correspondence. A diagnosis for couples problems is rarely covered by insurance (though couples counseling as a modality to treat one individual symptoms is widely practiced, most insurers policies rule it out).

Emergencies: In the case of a psychiatric emergency, such as intense suicidal feelings and plans, psychotic behavior, severe panic attack, please call the emergency room of a local hospital immediately; or call 911 as a second resort.

Contacting info: If you would like to call me between sessions for help, advice, etc., you may do so. Short, occasional phone calls will not be charged. If the calls become frequent or too lengthy, I will discuss establishing charges for phone counseling services before any such charges will be billed. Please do not email me or text (security and HIPAA concerns and the practical matter that little of significance can be communicated in return.)

Confidentiality: There are many laws about "confidentiality". In Oregon, professional ethical standards and State laws are more stringent than Federal Law. However, the Federal HIPAA Law requires that certain practitioners give a Notice of Privacy Practice (posted on my website) as noted above, including statements about confidentiality. There are many laws restricting therapists from divulging any information given by a client in treatment. However, if you involve a third party to pay then you must give permission for them to know some details about your treatment. The Notice of Privacy Practices elaborates other circumstances when **you may ask** for information to be released. Otherwise, when "third party payers" are not involved, everything is kept confidential except the rare legal exceptions listed below. These exceptions will also be reviewed verbally in the first session.

1) Abuse and Harm: (1) If a client **plans** to hurt or kill another person(s); (2) if a therapist is convinced that a client has **specific plans and or intentions** to hurt or kill her/himself (suicidal feelings are relatively common and not a reason, in and of itself, to break confidentiality); 3) if a client reveals they have **abused a child**, an **elderly** person, or a **developmentally disabled** person; or if **someone under 18 reveals** they've been abused;

2) Courts and Insurers: 1) If a court orders counseling records to be released. Mr. McDowell counsels with you for therapeutic purposes and will resist to full extent of the law attempts to involve him in legal suits, disputes, etc.

3) Parents and Children: 1) While both the custodial and non-custodial parents/guardians have the right to be informed about the therapy of their children (under 18), it is often impossible to establish the rapport necessary to help teenagers if the parents don't agree to forego that right and, thus, allow their teenagers the same confidentiality afforded adults. Further, by law a therapist may refuse to divulge information to parents or guardians if they believe that it would be deleterious to the treatment.

4) Couples Counseling: While both partners are present together for most couples counseling, if one person communicates alone to the therapist, both parties hereby agree that Mr. McDowell has the right to reveal that information to the other party at Mr. McDowell's discretion. Note two particular issues: 1) if someone reveals an affair, that may be communicated to the other partner and, 2) if someone reveals domestic violence, that may or may not be communicated to the other partner though domestic violence in front of minors will be reported according to the law. Couples hereby agree not to seek counseling records or testimony for the purpose of resolving their legal disputes. Records will not be released without both partner's consent.

Client's Signature: _____ Date: _____

Parent/Guardian's Name: _____ Date: _____