

PHOENIX HEALTHCARE OF ASHEVILLE, PLLC

PATIENT'S STATEMENT OF RIGHTS AND RESPONSIBILITIES

INFORMED CONSENT

The following information is provided to ensure a clear and mutual understanding of your rights and responsibilities as a patient when under the care of Phoenix HealthCare of Asheville. Please read this information carefully. You may ask about any information that is not clear. Your signature indicates consent.

PATIENT'S RIGHTS

CONFIDENTIALITY All patient information is confidential and will not be released to anyone outside of the this practice except at the specific written request or authorization of the patient. Please be aware that if two or more adults are seen together, all must give written permission to release requested information. Phoenix HealthCare complies with all Federal HIPAA regulations regarding protected health information. Please refer to HIPPA regulations and the *Notice of Privacy Practices* for a detailed description available with all downloadable forms on Phoenix's website.

TREATMENT Patients have the right to know the cost of services and treatment. You have the right to participate in the development of personalized service or treatment plan and the right to refuse recommended treatment and/or referral services. However, Phoenix reserves the right to terminate services in the context of a patient's refusal to participate in recommended treatment.

PROFESSIONALISM Phoenix HealthCare is dedicated to providing service that meets the highest standards of professionalism and ethical responsibility. You have the right to know the professional qualifications of your therapist and you are invited to inquire about training or experience.

PATIENT'S RESPONSIBILITIES

TREATMENT Patients agree to participate in setting goals during therapy and in evaluating these goals as treatment progresses toward successful termination. Evaluation includes following through on agreed upon goals, and informing the therapist about progress made.

FEES Patients have the responsibility to pay fees according to the negotiated rate before each appointment. For some, medical insurance will pay part of the cost of therapy. Deductibles, co-payments and balances not covered by your insurance company are your responsibility. The current fee is \$168/51min initial session, \$140/51min follow-up session. Requests for professional letters are completed at the cost of \$25/ 15 min. increments. Phone consultation is charged as a session fee, \$140/session. SecureVideo conference is charged as a session fee, \$140/session. In the event of a returned check there will be a fee of \$25. Payment will then be due by credit card or cash. In the event my account is referred to a Collections service, patient agrees to pay all costs incurred in collecting the amount due, including an additional amount of 33.5 % as attorneys /commissions fees.

CANCELLATIONS Patients are responsible for setting and keeping scheduled appointments. You are responsible for notifying Phoenix HealthCare of Asheville 24 hours in advance if an appointment will be missed. If communication was NOT established within 24 hours a cancellation fee of fifty dollars [\$50] for the missed appointment will be charged. Missed appointments with no phone call will be charged the hourly rate. If an emergency arises within 24 hours, communication is established and the session is rescheduled no fee will be charged for the first two consecutive occurrences.

COURT Phoenix HealthCare of Asheville does not provide forensic evaluation services. If you or an attorney subpoena a therapist for court testimony, you agree to pay the full clinical fee for the therapist's preparation, travel, waiting, and testifying time. These charges will apply even if the therapist is excused from testifying. Be aware that Phoenix Healthcare is not available for involvement in custody hearings of those in couples therapy. Further, documentation will not be used against partners in custody issues. Couples agreement must be signed before start of therapeutic engagement.

EMERGENCY CARE Phoenix HealthCare of Asheville is not an emergency service. In an emergency situation, if Dr. Harry cannot be reached directly, you are advised to contact my local community mental health center, family physician or local hospital emergency room. Emergency numbers available through the office and website..

I have read, understand, and agree with my rights and responsibilities as stated above. I also hereby acknowledge that I have received, reviewed and had an opportunity to ask questions about the **Notice of Privacy Practices** for Phoenix HealthCare of Asheville.

Signature _____ Date _____

Printed Name _____ Date _____

Therapist _____ Date _____

INFORMED CONSENT FOR TELEPSYCHOLOGY

This Informed Consent for Telepsychology contains important information focusing on doing psychotherapy using the phone or the Internet. Please read this carefully, and let me know if you have any questions. When you sign this document, it will represent an agreement between us.

Benefits and Risks of Telepsychology

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telepsychology is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telepsychology, however, requires technical competence on both our parts to be helpful. Although there are benefits of telepsychology,

there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

- Risks to confidentiality. Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.

- Issues related to technology. There are many ways that technology issues might impact telepsychology. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies.

- Crisis management and intervention. Usually, I will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work.

- Efficacy. Most research shows that telepsychology is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

Electronic Communications

We will decide together which kind of telepsychology service to use. You may have to have certain computer or cell phone systems to use telepsychology services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychology.

For communication between sessions, I only use email communication and text messaging with your permission and only for administrative purposes unless we have made another agreement. This means that email exchanges and text messages with my office should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that I cannot guarantee the confidentiality of any information communicated by email or text. Therefore, I will not discuss any clinical information by email or text and prefer that you do not either. Also, I do not regularly check my email or texts, nor do I respond immediately, so these methods **should not** be used if there is an emergency.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, you should feel free to attempt to reach me by phone. I will try to return your call within 24 hours except on weekends and holidays. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in my absence if necessary.

Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telepsychology. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for telepsychology sessions and having passwords to protect the device you use for telepsychology).

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Informed Consent still apply in telepsychology. Please let me know if you have any questions about exceptions to confidentiality.

Appropriateness of Telepsychology

From time to time, we may schedule in-person sessions to “check-in” with one another. I will let you know if I decide that telepsychology is no longer the most appropriate form of treatment for you. We will discuss options of engaging in in-person counseling or referrals to another professional in your location who can provide appropriate services.

Emergencies and Technology

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via the telepsychology platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call me on the phone number I provided you (828-552-3020).

Fees

The same fee rates will apply for telepsychology as apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telepsychology sessions in order to determine whether these sessions will be covered.

Records

The telepsychology sessions shall not be recorded in any way unless agreed to in writing by mutual consent. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

Informed Consent

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our clinical work together and does not amend any of the terms of that agreement.

Your signature below indicates agreement with its terms and conditions.

Patient _____

Date _____

Therapist _____

Date _____