

## **BARRY LESSIN, M.Ed., CAADC**

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### **INFORMED CONSENT INFORMATION**

These statements are to provide you with information concerning my therapy as well as the legal and ethical issues related to business policies and professional services provided by licensed psychologists in Pennsylvania. As a potential consumer of psychological services, you are entitled to be fully informed. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), the federal law that provides privacy protections and expanded patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this agreement, explains HIPAA and its application to your PHI in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it or if you have not satisfied any financial obligations you have incurred.

**TYPE OF THERAPY:** Many different kinds of psychotherapy are available to the consumer today. Although it is difficult to present a comprehensive statement of my therapy style and theory within the confines of this disclosure statement, I want to share some fundamental ideas that we can discuss later.

Therapy involves a relationship between the client and therapist. The client may be an individual, a couple, or a family. The initial focus of the therapy is on understanding thoughts, emotions, and life situations that concern the client. Therapy then offers the support, skills and direction to facilitate the client's desired changes.

As a client you have the ability to understand and implement change; you are responsible for deciding the ultimate course of action. Through a sequence of self-explorations that include an investigation of your family history and a commitment to change personal behaviors, you learn more about yourself and the external factors that affect the quality of your life. I see myself as a collaborator who will work with you to identify your existing strengths and resources, as well as any obstacles that are in the way of moving forward. The idea is to work together to develop the tools to help you meet your goals. You may find improved skills in the areas of communication, self-control and self-understanding.

Formal and informal assessments, readings, structured experiences, journal writing, and "homework" are often used to augment the therapy experience. You are in full control of what you want to accomplish in therapy. The only requirement I make is that you be open and honest about what you choose to share.

There are benefits as well as risks related to therapy. The desired benefits are your improved ability to identify problematic areas, evaluate reasonable options and take action in an honest manner. A good therapy experience also offers opportunities to learn important things about one's self, to acquire helpful life management skills and to integrate both past and present learning toward higher functioning. The risks include the awareness of negative feelings and situations, some of which may not be changed to your satisfaction. Another risk is the possible realization that therapy is helpful and desired but beyond the limits of your financial resources.

You may wonder if there are any guarantees in the light of the benefits and risks presented here. In short, while I expect that therapy will be helpful, there is no guarantee that therapy with me will be the best way to reach your desired goals. Because every therapeutic experience is unique, it varies from individual to individual. Therefore it is vital that you feel free to discuss any concerns you have about the course of treatment with me. As a client, you also have the right to seek a second opinion from another clinician. Sexual intimacy between client and therapist is never appropriate during or following a therapeutic relationship. Such behavior should be reported to the State Board of Psychologists in Harrisburg.

**THERAPY LENGTH:** Therapy sessions are usually 50 minutes long. They are usually scheduled on a weekly basis until you and I mutually agree that a different time schedule is appropriate. Goals for therapy are determined within the first few sessions. They are periodically reviewed and refined. Termination occurs when both of us mutually agree that the goals have been satisfactorily addressed or there is some other reason to terminate. You have the right to terminate at any time; I ask that you discuss your concerns with me for at least one session before you leave.

**THERAPY AND PHYSICAL SYMPTOMS:** Physical symptoms are often the result of emotional stress. They can be reduced and even eliminated under certain therapy conditions. It is important, however, that an appropriate medical specialist review your current situation to ascertain the degree to which the symptom has a physical base. If there is a physical problem that affects your therapy, I will work closely with your medical specialist to coordinate treatments and services. It is important for you to let me know if there is persistent physical discomfort related to the therapy.

**MEDICATIONS IN PSYCHOLOGICAL THERAPY:** Depending on symptoms and problems, medications may or may not be appropriate. In the event a consideration of possible medications for psychological distress seems necessary, then I will assist you in obtaining a psychiatric or medical evaluation. It is your responsibility to inform me of any and all prescribed medications.

**PROFESSIONAL RECORDS:** You should be aware that, pursuant to HIPAA, I keep PHI about you in two sets of professional records. One set constitutes your clinical record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others or where information has been supplied to me by others confidentially, or the record makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person, you may examine and/or receive a copy of your clinical record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge a copying fee and for certain other expenses. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review (except for information supplied to me confidentially by others) and I will discuss this with you upon request.

In addition, I also keep a set of psychotherapy notes. These notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of psychotherapy notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your clinical record. These psychotherapy notes are kept separate from your clinical record. Your psychotherapy notes are not available to you and cannot be sent to anyone else, without your written, signed authorization.

**LIMITS ON CONFIDENTIALITY:** The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. See the attached Notice for details on the limits on confidentiality. While the Notice's written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

**CONFIDENTIALITY AND TECHNOLOGY:** Email and texts are not encrypted and therefore I cannot guarantee total confidentiality for these forms of communication. Because of lack of confidentiality, I strongly recommend email and texting be used only for non-clinical communication (for example, changing appointments) or information that you would not be harmed by if it were inadvertently revealed. The confidentiality of new and emerging technologies (such as Skype) are somewhat unclear. I will do my best to guarantee your confidentiality but please be aware that I am not responsible if breaches to confidentiality occur that I have no control over.

**MINORS & PARENTS:** Minor children 14 to 18 years old can choose to attend outpatient treatment without parental consent. Alternatively, a parent can request that their minor child 14 to 18 years old attend treatment without having the child's consent.

A child 14 to 18 years old does have a right to refuse his/her parents' access to their treatment records. Privacy in psychotherapy is crucial to successful progress, particularly with teenagers, but it is sometimes my policy to request an agreement from the child to allow parents' some access to their records. If they agree, during treatment, I will provide parents only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents, if requested, a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

**FEES FOR SERVICE:** My fee for service is \$300 for a ninety minute initial consultation session and \$200 dollars for follow-up sessions, which are fifty minutes in length. Payment is to be made in full with cash, personal check, or credit card at the time of the session. I am not in any insurance networks, but many insurance plans have an out-of-network benefit that will reimburse you for some therapy fees. I will provide a receipt and/or help with paperwork you may need to submit claims for reimbursement.

If you have difficulty paying for therapy under the conditions outlined here, we can discuss alternative plans. If you develop problems making fee payments during therapy, it is preferable to discuss it with me so it will not interfere with the progress in therapy. I am able to be flexible in suggesting alternative payment arrangements. If payment is neglected, I reserve the right to terminate therapy until the balance is met. Such a termination will be discussed at length with you before it goes into effect.

**MISSED APPOINTMENTS AND CANCELLATIONS:** If you must cancel a session, please give me at least 24 hours notice. If you do not give 24 hours notice or fail to show up for a scheduled appointment, you will be billed the full fee for the session.

**TELEPHONE CALLS BETWEEN SESSIONS:** Routine calls for the purpose of scheduling or billing information are an expected part of my service and not billed. Telephone calls that are primarily therapeutic in nature and extend more than 20 minutes may be prorated and billed at the usual rate. Any fees charged for phone calls will be discussed with you in advance and be mutually agreed upon.

**VACATION POLICY:** I will always inform you about my plans to be away from the office. When I am not available, there will be a notice on my voice mail as to who is covering for me and how to reach that person. The clinician covering my practice will know how to reach me if necessary.

**THE HIPAA NOTICE OF PENNSYLVANIA PSYCHOLOGISTS' POLICIES AND PRACTICES** follows this section. Please sign the acknowledgment of receipt of the Notice on page 7 when you have completed reviewing it.

Thank you, and I look forward to working with you.

**Notice of Pennsylvania Psychologists' Policies and Practices to Protect  
the Privacy of Your Health Information**

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

**I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- "PHI" refers to information in your health record that could identify you.
- "Treatment, Payment and Health Care Operations"
  - *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.
  - *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.
  - *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.
- "Use" applies only to activities within my [office, clinic, practice group, etc.] such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "Disclosure" applies to activities outside of my [office, clinic, practice group, etc.], such as releasing, transferring, or providing access to information about you to other parties.

**II. Uses and Disclosures Requiring Authorization**

I may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment and health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your psychotherapy notes. "Psychotherapy notes" are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) 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, and the law provides the insurer the right to contest the claim under the policy.

### III. Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If I have reasonable cause, on the basis of my professional judgment, to suspect abuse of children with whom I come into contact in my professional capacity, I am required by law to report this to the Pennsylvania Department of Public Welfare.
- **Adult and Domestic Abuse:** If I have reasonable cause to believe that an older adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), I may report such to the local agency which provides protective services.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made about the professional services I provided you or the records thereof, such information is privileged under state law, and I will not release the information without your written consent, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety:** If you express a serious threat, or intent to kill or seriously injure an identified or readily identifiable person or group of people, and I determine that you are likely to carry out the threat, I must take reasonable measures to prevent harm. Reasonable measures may include directly advising the potential victim of the threat or intent.
- **Worker's Compensation:** If you file a worker's compensation claim, I will be required to file periodic reports with your employer which shall include, where pertinent, history, diagnosis, treatment, and prognosis.

### IV. Patient's Rights and Psychologist's Duties

#### Patient's Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, I will send your bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, I will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

#### 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.
- 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 revise my policies and procedures, I will notify you in writing by mailing you the revisions.

## **V. Complaints**

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact the Pennsylvania State Board of Psychology, P.O. Box 2649, Harrisburg, PA 17105-2649 Phone - (717) 783-7155

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The agency listed above can provide you with the appropriate address upon request.

## **VI. Effective Date, Restrictions and Changes to Privacy Policy**

This notice will go into effect on April 14, 2003.

### **Addendum that goes into effect September 23, 2013:**

If there is a breach of your confidentiality, then I must inform you as well as Health and Human Services. A breach means that information has been released without authorization or without legal authority unless I (the covered entity) can show that there was a low risk that the PHI has been compromised because the unauthorized person did not view the PHI or it was de-identified.

If you are self-pay, then you may restrict the information sent to insurance companies.

Most uses and disclosures of psychotherapy notes and of protected health information for marketing purposes and the sale of protected health information require an authorization. Other uses and disclosures not described in the notice will be made only with your written authorization. You must sign an authorization (release of information form) for releases unless it is for purposes already mentioned in this Privacy Notice (such as mandated reporting of child abuse, reporting of elder abuse, reporting of impaired drivers, etc.).

You have a right to receive a copy of your Protected Health Information in an electronic format or (through a written authorization) designate a third party who may receive such information.

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice by mailing you the revisions.

**ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF  
PRIVACY PRACTICES AND CONSENT STATEMENTS**

By my signature below, I \_\_\_\_\_ acknowledge that I received a copy of 1) Notice of Pennsylvania Psychologists' Privacy Policies and Practices and 2) Consent and Disclosure Statement for Barry Lessin, M.Ed., CAADC

\_\_\_\_\_  
Signature of client (or personal representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

If this acknowledgment is signed by a personal representative on behalf of the client, complete the following:

Personal Representative's Name: \_\_\_\_\_

Relationship to Client: \_\_\_\_\_

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OFFICE USE ONLY

I attempted to obtain written acknowledgment of receipt of my Notice of Psychologists' Policies and Practices, acknowledgment could not be obtained because:

- Individual refused to sign
- Communication barriers prohibited obtaining the acknowledgment
- An emergency situation prevented us from obtaining the acknowledgment
- Other (specify) \_\_\_\_\_

This form will be obtained in your medical record