

Office Policy Statement Informed Consent

Monday, September 2, 2019 10:44 AM

Office Policy Statement, Informed Consent, and Disclosure Agreement

Welcome to my office. My legal name is Elizabeth Zmuda-Swanson. I prefer to be called Betsy. My MSW, or Masters in Social Work is from the University of Iowa. I am licensed in the state of Illinois as an LCSW; Licensed Clinical Social Worker, and in Iowa as an LISW: Licensed Independent Social Worker. In 2007 I sought certified training through the Somatic Experiencing training Institute. The SEP after my name stands for Somatic Experiencing Practitioner. I am a member of NASW; National Association of Social Workers and practice the NASW Code of Ethics. My tax i.d. Number is 46-0505405.

I am trained in a variety of traditional talk therapies, which are cognitive based. My preference, based on deeper and longer lasting results in my clients, is to use Body or Somatic Psychotherapy. I am trained in Somatic Experiencing, Bodydynamics, and TEB or Training the Experienced Brain. We will include your body in our sessions, in addition to your mind. We may also include touch and will talk about that beforehand.

You can find out more about my training by visiting:
Socialwork.sdsu.edu/we-content/uploads/2011/09/NASW-Code-...

www.TraumaHealing.org

www.Bodydynamicsusa.com

www.austinattach.com Transforming the Experienced-Based Brain

Confidentiality

All information disclosed within sessions and documented in the written record are confidential and may not be revealed to anyone without your written permission, except where disclosure by law is required.

When Disclosure is Required by Law

Some of the circumstances where disclosure is required by law are:

- When there is a reasonable suspicion of child, dependent, or elder abuse or neglect.
- When a client presents a danger to self, others, or property.
- When a client is gravely disabled.
- When a clients' family member discloses and presents evidence to Betsy that the client presents a danger to self or others.
- Rare other situations; for national security purposes, workman's compensation, etc.

When Disclosure May Be Required

Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony from me, Betsy Zmuda-Swanson. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. I will use my clinical judgment when revealing such information. I will do my best to not release records to any outside party unless I am authorized to do so by all adult family members who were part of the treatment.

Emergencies

If there is an emergency during our work together, or in the future after we have ceased working together, in which I become concerned for your personal safety, involving others', or a need for proper psychiatric care, I will do whatever I can within the limits of the law, to prevent you from injuring yourself or others and to ensure you receive the proper medical care. Under these circumstances, I may contact the person you have provided as your emergency contact.

Health Insurance and Confidentiality of Records

Disclosure of confidential information may be required by your health insurer or carrier in order to process the claims. I will communicate only the minimum necessary information. I have no control over the insurance companies or what they do with information. Please be aware that by submitting a mental health invoice for reimbursement certain amounts of risk may arise which may include ruptures of confidentiality and privacy or future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into insurance companies computers and is likely to be reported to the National Medical Data Bank. Computers are inherently vulnerable to unauthorized access. Medical data has been reported to be legally accessed by law enforcement. If your insurer questions a claim and requires more information from me, I make every effort to go over this with you. However, it may happen that due to my limited information sharing they will refuse to pay for your service. You are responsible for the services I provide, whether they pay or they don't. Admittedly, this is very uncommon, however, it happens.

Litigation Limitation

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with matters which may be of a confidential nature, it is agreed that should there be legal proceedings, such as divorce, custody disputes, injuries, lawsuits, etc., neither you nor your attorney, nor anyone acting in your behalf will call on B. Zmuda-Swanson to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

In the event that courts or legal issues arise in the course of treatment, a \$350.00 fee in the form of a cashier's check will be collected for preparation of medical records or other pertinent documentation. This fee is to be paid one week prior to the service rendered. If I am required to go to court or to complete a deposition, the minimum required fee will be \$350.00 per hour for eight hours. This payment must be received prior to providing my appearance in the form of a cashier's check.

Consultation

I regularly consult with other professionals regarding my clients. I keep your identity anonymous and maintain full confidentiality.

Emails, Texts, Computers, and Faxes

Please be aware communications over computers, emails, and cell phones can be accessed by unauthorized people and can compromise your confidentiality and privacy. The app, Signal is encrypted and may provide more secure text communication. If you decide to be in communication with me via text please use Signal. My email is not encrypted. If you send me emails I cannot guarantee confidentiality. Faxes too, can be sent to unintended recipients. My computer is equipped with a firewall, virus protection and password access. Please let me know if you decide to limit any communication devices. Please know, I have found, checking my email is not always a priority.

Records and Your Right to Review Them

My profession and the law require I keep records for seven years. If a client was younger than 18 years of age when last treated, the medical records will be kept until the client reaches age 21 or for seven years from the date of our last session. If you have a concern regarding this. Please tell me.

As a client you have the right, which may be restricted only in exceptional circumstances, to inspect your PHI (Personal Health Information) that may be used to make decisions about your care. Your right to inspect your PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you. I will charge you, if this is post therapy, a reasonable fee for my time.

Telephone and Emergency Procedures

If you need to contact me between sessions please use 309-786-3006 and leave a confidential message. I check these messages during my normal business hours, Monday - Thursday, 9 a.m. to 6 p.m. You can also text me via Signal at 309-235-3040. If an emergency arises, indicate it clearly in your message. If I am unavailable and you need to speak to someone right away you can call the Robert Young Community Mental Health emergency line at 309-779-2031 or Genesis West Medical Center in Davenport at 563-421-1000. Both of those numbers have 24 hour availability.

Payments and Insurance Reimbursements

If you are using insurance, it is your responsibility to check with your carrier prior to services. At our first session please be prepared. Know your insurance deductible, copay, session limit if there is one, and if you need an authorization for services, and be prepared to pay your copay. Please inform me if your insurance gave you an authorization and give me that code. Any time an authorization is required and found out after the session, insurance has been known to opt out of paying. You are responsible for all fees you generate when you meet with me.

Intake		Initial session and evaluation							175./hr
Standard rate		Office appointments, report preparation							130./hr
		Group psychotherapy							\$70./hr
		Missed appoint lacking a 24hr notice							\$70.
		Checks returned for any reason							\$50.
Late co-pay		Copays not paid at the time of service. Fee is for each week payment is late.							\$10.
Copy of records									.35 per pg \$25. Hr
Legal and crt		Court appearance and or giving a disposition							\$350. Hr Min. 8hr

I accept cash, checks, credit or debit cards, and insurance payments. Please note there is a \$10. Late fee attached to fees not collected prior to clients's next scheduled session, this includes copays not paid at the time of service. When paying a copay, *it is always best to pay it at the beginning of the session.*

Mediation and Arbitration

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Zmuda-Swanson and client(s). The cost of mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Rock Island County, Illinois in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Zmuda-Swanson can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

The Process of Therapy/Evaluation and Scope of Practice

Participation in therapy can result in many changes in your personal and interpersonal relationships and way of being. While focusing on your initial concerns many other issues may arise. Your healing is my primary motive. Your part necessitates honesty, and openness about your thoughts, feelings, behaviors, sensations. Your very active role is the key to our successful partnership. This requires effort on your part. I welcome your feedback at all times. Our personal relationship matters and may be the territory in which you heal other intimate relationships.

During evaluation or therapy sessions, remembering or talking about unpleasant events may bring up very strong feelings or thoughts and can cause you considerable discomfort. Avoiding, unpleasantness often locks one in and forbids change. At times I may challenge your thoughts, behaviors. Sometimes, attempting to resolve the very issues that brought you into therapy may result in unintended changes. Psychotherapy can result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. It may be, changes that are positive for one family member are viewed negatively by other family members. Change can be easy and swift, though more often it may seem slow and frustrating. I may employ many different psychotherapy approaches to help you achieve your therapy goals.

Medication is outside of my scope of practice.

Treatment Plan

Your treatment plan will be developed and added to as we meet. Please bring up any and all concerns about our plan. I welcome your questions and comments. This is a partnership. You are employing my considerable skills and experience with your material to bring about a desired outcome. Please be open with me and share your experience.

Touch in Therapy

I incorporate non-sexual touch as part of psychotherapy. Sexual touch of clients by therapist is unethical and illegal. I will ask your permission before using touch and you have the right to decline or refuse to be touched without any fear or concern of reprisal. Touch can be very beneficial but can also unexpectedly evoke emotions, thoughts, physical reactions or memories that may be upsetting, depressing, evoke anger, and other strong emotions. Sharing and processing such feelings with the therapist, if they arise, may be a very helpful part of therapy. You may request not to be touched at any time during therapy without needing to explain it. I will accept your decision and honor you.

When I employ touch I will ask your permission. I will explain why I am touching, the rationale behind that particular touch, and welcome your comments.

Dual Relationships

Dual, or multiple relationships sometimes happen within communities. They may or may not be unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs my objectivity or clinical judgment. If we end up with a casual connection within our community that either of us becomes aware of let's talk about it. It's uncommon to see someone in my waiting area or be seen, however, this happens and if you are uncomfortable please bring it to my attention. Let's look at the benefits and potential negative impact for you, and create a workable plan. It is your responsibility to communicate to me if our relationship, or that involving someone else becomes uncomfortable for you in any way. I will listen carefully and respond accordingly to your feedback and concerns and will discontinue the dual relationship if it interferes with the effectiveness of the therapy or your welfare.

Minor Informed Consent

If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine the law may give your parents or guardians the right to obtain information about your work together, subject to your approval, if I feel it is important for them to know in order to make sure that you and people around you are safe. If I think it is appropriate, I will involve them. Especially, if I feel that there is a high risk that you will seriously harm yourself or another. Before giving them any verbal or written information, I will discuss the matter with you, barring you are not unreachable. I will do the best I can to resolve any differences that you and I may have about what I want to reveal.

I, _____, was notified that all material discussed during the psychotherapy session is confidential and can be released only with the permission of the holder of the privilege, the speaker. In case of a minor, special sensitivity may be required in releasing information about certain topics such as drugs, alcohol, and sex. I, _____ will accept Betsy's judgment in regard to releasing or sharing information obtained during the course of psychotherapy.

Cancellation

Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for re-scheduling or canceling an appointment. The fee of \$70. is charged for missed sessions lacking a 24 hour notice. Insurance companies do not pay this fee.

Termination of Treatment

You have the right to stop and terminate therapy at any point. Sometimes, when clients are uncomfortable they may want to back out and stop therapy. It can be very difficult to see how far you have come. Please bring this topic up to discuss if you find yourself leaning in this direction. If you believe, after three or more sessions, I am not the therapist for you, please let me know. I can give you names and information on other therapists and help you through the process of securing a better fit.

Health Information Privacy Practices

I acknowledge that I have been provided with Betsy Zmuda-Swanson, LCSW, "Notice of Health Information Privacy" (HIPAA) prior to any services being rendered. I consent to the use and disclosure of my medical information as set forth therein. This document can also be read from the red folder in the waiting area.

I acknowledge that I have read the above Office Policy Statement, Informed Consent, Agreement, HIPAA, and General information carefully. I understand and agree to comply with them;

Client's name printed _____

Guardian (of minor) _____

Relationship to client _____

Clients Date of Birth _____

Client or Guardian signature _____ h

Date of signature _____