

Psychological/Therapy Services
Confidentiality Understanding/Agreement Informed Consent and Assignment of Benefits
Terri Liticker LCSW-S RPT-S Provider of services

What You Should Know About Confidentiality in Therapy

My professional ethics (that is, my profession's rules about moral matters) and the laws of Texas, prevent me from telling anyone else what you tell me unless you give me permission. These rules and laws are the ways our society recognizes and supports the privacy of what we talk about--in other words, the "confidentiality" of therapy. But, I cannot promise that everything you tell me will never be revealed to someone else. There are some times when the law requires me to tell things to others. There are also some other limits on our confidentiality. We need to discuss these, because I want you to understand clearly what I can and cannot keep confidential. You need to know about these rules now, so that I can keep you safe. These are very important issues, so please read these pages carefully and keep this copy.

1. When you or other persons are in physical danger, the law gives me permission to tell others about it.

a. If I come to believe that you are threatening serious harm to another person, I have permission to try to protect that person. I may have to tell the person and the police, and/or perhaps refer you to a hospital.

b. If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital or call 911 for you, or call on your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a very strong reason not to.

c. In an emergency where your life or health is in danger, and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first, and I will discuss this with you as soon as possible afterwards. Thus, if I think you are a victim of abuse, neglect, self-neglect or exploitation, I can take steps to see that you are protected.

d. If I believe or suspect that you are abusing a child, an elderly person, or a disabled person, I am mandated (required) to file a report with a state agency. To "abuse" means to neglect, hurt or sexually molest another person. I do not have any legal power to investigate the situation to find out all of the facts. The state agency will investigate. You may also want to talk to your attorney. In any of these situations, I would reveal only the information that is needed to protect you or the other person.

2. In general, if you become involved in a court case of proceeding I will comply with the subpoena.

e. When you are seeing me for court-ordered evaluations or treatment. In this case we need to discuss confidentiality fully, because you don't have to tell me what you don't want the court to find out through my report.

3. There are a few other things you must know about confidentiality and your treatment:

a. I may sometimes consult (talk) with another professional about your treatment. This other person is also required by professional ethics to keep your information confidential. Likewise, when I am out of town or unavailable, another therapist will be available to help my clients. I must give him or her some information about my clients, like you.

b. I am required to keep records of your treatment, such as the notes I take when we meet. You have a right to review these records with me. If something in the record might seriously upset you, I may leave it out, but I will fully explain my reasons to you. These notes are sometimes provided to the agency I contract with to see you.

4. Here is what you need to know about confidentiality in regard to insurance and money matters:

a. If you use your health insurance to pay a part of my fees, insurance companies require some information about our therapy. Once this information has been released to the insurance company, I cannot control how they use, store or communicate with you or any other entities regarding this information.

b. If you have been sent to me by your employer or your employer's Employee Assistance Program, either one may require some information. If this is your situation, let us fully discuss my agreement with your employer or the program before we talk further.

c. If your account with me is unpaid and we have not arranged a payment plan, I can use legal means to get paid. The only information I will give to the court, a collection agency, or an attorney will be your name and address, the dates we met for professional services, and the amount due to me.

d. In case of my incapacity or death your records will be held by Jessica Derx LCSW jessicaderxlcsw@gmail.com.

5. Children and families create some special confidentiality questions.

a. When I treat children under the age of about 12, we will discuss what I tell you family/parents/guardian. However, parents or guardians have the right to general information, including how therapy is going. They need to be able to make well-informed decisions about therapy. I may also have to tell parents or guardians some information about other family members that I am told. This is especially true if these others' actions put them or others in danger.

b. In cases where I treat several members of a family (parents and children or other relatives), the confidentiality situation can become very complicated. I may have different duties toward different family members. At the start of our treatment, we must all have a clear understanding of our purposes and my role. Then we can be clear about any limits on confidentiality that may exist.

c. If you tell me something your spouse does not know, and not knowing this could harm him or her, I cannot promise to keep it confidential. I will work with you to decide on the best long-term way to handle situations like this.

d. If you and your spouse have a custody dispute, or a court custody hearing is coming up, I will need to know about it. My professional ethics prevent me from doing both therapy and custody evaluations.

e. If you are seeing me for marriage counseling, you must agree at the start of treatment that if you eventually decide to divorce, you will not request my testimony for either side. In order to reveal any information as a part of such a proceeding, I need a signed release by both you and your spouse. The court, however, may order me to testify in instances where custody decisions are being made.

f. At the start of family treatment, we must also specify which members of the family must sign a release form for the common record I

create in the therapy or therapies.

6. Finally, here are a few other points:

- a. I will not record our therapy session on audiotape or videotape without your written permission.
- b. If you want me to send information about our therapy to someone else, you must sign a HIPAA AUTHORIZATION FOR USE AND DISCLOSURE (release of information) form. I have copies which you can see so you know what is involved.
- c. Any information that you also share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court.
- d. Social media policy. I will not accept friend request from you and will not send friend request to you. This is due to privacy issues. The laws and rules on confidentiality are complicated. Situations that are not mentioned here come up only rarely in my practice. Please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns, and so need special advice, I strongly suggest that you talk to an attorney to protect your interests legally. Terri Liticker LCSW OPES LLC provides psychological evaluation services and treatment in assisting you or your family member. Our services seek to maintain maximum cognitive, emotional and physical functioning for the client who suffers from chronic illness, chronic pain and/or psychological suffering associated with these conditions. Terri Liticker LCSW OPES LLC works to maximize quality of life by:

- A) Decreasing emotional and psychological difficulties associated with chronic disease
- B) Decreasing dysfunctional behaviors associated with chronic disease, dementia and mental dysfunction
- C) Increasing activity levels and cooperation with activities of daily living

After the psychological evaluation is completed, treatment is individualized to each client and recommended treatment plan will be discussed with the client and appropriate family members prior to treatment onset. All fees are billed to the appropriate insurance provider shortly after services are provided. Fees cover psychological evaluations, individual and special family therapy sessions. Your insurance provider will send a statement, an Explanation of Medical Benefits, for all of our services. If you would like further information or explanation of the fees, services or any Explanation of Medical Benefits or statement you receive please contact Terri Liticker LCSW OPES LLC at 214-587-3454. All client information is kept confidential in accordance with our privacy policy. Legal and ethical requirements specify certain conditions when it is necessary to share information about the patient with other professionals. The client's insurance provider sometimes requests clinical information to support payment. Insurance companies are responsible for keeping this information confidential as well.

I authorize Terri Liticker LCSW OPES LLC to consult with and discuss the results of my confidential evaluation and treatment with the therapeutic staff at my treatment facility in order to facilitate the highest level of psychological restoration and quality of life. I also authorize Terri Liticker LCSW OPES LLC to furnish information to my insurance carrier concerning my diagnosis, treatment and related matters. I assign Terri Liticker LCSW OPES LLC all payments for professional services rendered, and I understand that I am responsible for paying the amount not covered by my insurance. My rights to payment for all psychological services are hereby assigned to Terri Liticker LCSW OPES LLC. This assignment covers any and all benefits under Medicare, Medicaid, other government sponsored programs, private insurance and other health plans for services rendered. In the event my insurance carrier does not accept assignment of benefits, or if payment is made directly to my representative or me, I will endorse such payments to above provider. I understand that I am responsible for any charge not reimbursed by Medicare/Medicaid or other insurance coverage that is in effect. I authorize Medicare/Medicaid or any other insurance to release my personal data and any information regarding my coverage to the above provider. I also authorize agents of any hospital, nursing home, long-term care facility, previous psychiatrists and psychologists to furnish Terri Liticker LCSW OPES LLC copies of any records of my medical history, services or treatments. I also authorize the release of any medical information and/or reports related to my treatment to any federal, state or accreditation agency, or any physician or insurance carrier as needed. I also agree to a review of my records for purposes of audits, outcome research, and quality assurance reviews with the scope of the above clinician's practices where no personal information is disclosed or published.

HIPAA Notice of Health information privacy can be located on the following website www.terrilitickerLCSW.com
<https://www.hhs.gov/hipaa/index.html>

The following fees will apply.

- Reports to disability, agencies, physicians, courts or any other entity will be prepared at a cost of \$20.00 per report that is not in excess of 4 pages. Longer reports will incur fees on a page by page basis of \$5.00 per page.
- Copies of records will be provided within 15 days via email through a secure email or on paper at a minimal cost of 25 cents a sheet.
- No show appointments will incur a \$25.00 charge per missed appointment if your Insurance does not prohibit a no show fee.
- The clinician has the right to refuse further services to a client for no showing/late canceling for an appointment three times.
- For any requested court appearance, subpoenaed appearance, settlement conference, or deposition: \$250.00 per hour, with a minimum charge of three hours. Such fees are due at least one week before the scheduled appearance. Court appearances by phone are charged at \$250.00 per hour with no minimum charge. Please note: if an appearance request is received without a minimum of one week notice the appearance fee is due immediately and there will be an additional \$250.00 express charge. Failure to provide the fee as specified constitutes release from the requested appearance. This may also include a preparation fee for any documentation needed for the court. See above for fees. Anything copied in excess of 20 pages may be billed at 10 cents a copy with a preparation fee of \$20.00.
- None of the reports copies or testimony will be completed until a HIPAA AUTHORIZATION FOR USE AND DISCLOSURE (release of information) is signed by the client or a person with authority to represent the client or the judge compels Terri Liticker to produce said documents or testimony.

Signature page

I have read this document and understand the information contained in it. I understand that this informed consent and assignment of benefits will remain in effect unless revoked by me in writing or treatment is discontinued.

Signature of client (or person acting for client) _____ Date _____

Medical Consenter _____

Printed name _____ Terri Liticker Clinician _____

Relationship to Client: _____

Child _____