

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 Mona Searles ANP LAC 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, Mona Searles 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 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, pre certification and preauthorization. Of course, if you don't use insurance I won't release information to an insurer or their audit teams without your specific authorization.

Health Care Operations includes the administrative and business functions of Mona Searle's practice.

Mona Searles is covered by the Federal HIPAA law; and has adopted a policy consistent with the Federal Law requirements: Therefore, you have the right to request restrictions on how Mona Searles will use and disclose your protected health information for treatment, payment, and health care operations as outlined above.

However, as is consistent with the Federal law, Mona Searles is not required to agree to your request

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.

Date: _____

[Signature of Client and/or Parent or Guardian]

Date: _____

[Signature of Client and/or Parent or Guardian]

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

The following statement is provided by Mona Searles ANP LAc. 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 make sure they are informed of a practitioner’s policies, therapeutic approach, and laws about confidentiality.

Fees, Length of Sessions, and Cancellation Policy: Unless otherwise arranged through an insurer or employer program, my fee is \$75 per session. As is standard in this field, each session is 60 minutes. In some instances, more time may be scheduled with the fee adjusted accordingly. You may cancel without charge if more than 24 hours notice is given. **For less than 24 hours notice or for missed appointments, \$45 will be charged for a standard session and half of the charges agreed upon for longer sessions--** Payment for all sessions are due at the time of the session. Note that it is simply **not possible to guarantee a specific result** with acupuncture or medical treatments-**payment is for the professional time commitment** and is due at the time of the session.

Insurance Payments: Again, even if you have insurance, payment for all sessions is due at the time of the session unless otherwise specifically agreed upon. It is between you and your insurer whether the insurer makes reimbursement. Please be aware that insurance may or may not cover part of the charges. Most insurance plans require a specific diagnosis or they won’t reimburse--that diagnosis isn’t usually made until the end of the first session and in some cases it may take longer

Emergencies: In the case of either medical or psychiatric emergency, such as shortness of breath, chest or abdominal pain, bleeding, intense suicidal, psychotic behavior, severe panic attack, please call the emergency room of a local hospital immediately.

Phone Calls: If you would like to call me between sessions for help, advice, etc., you may certainly 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.

Confidentiality:

There are many laws restricting health care providers from divulging any information given by a client in treatment. However, if you are involving a third party to pay, such as an insurance company, and then you must give permission for them to know some details about your treatment. Otherwise, when “third party payers” are not involved, everything is kept confidential except the rare legal exceptions listed below

- 1) *Abuse and Harm:* 1) If a client **plans** to hurt or kill another person(s); 2) if a practitioner is convinced that a client has **specific plans** 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.
- 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.

Client's Name: _____ Date: _____

Parent/Guardian's Name: _____ Date: _____