

INFORMED CONSENT TO TREATMENT

Right to Privacy (Confidentiality):

I abide by the American Counseling Association and the State of Oregon Code of Ethics regarding confidentiality. With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me, without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy, even if you do release me in writing to share information about you. You may direct me to share information with whomever you choose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

Information disclosed to a Licensed Professional Counselor Registered Intern is privileged communication and cannot be disclosed in any court of competent jurisdiction in the State of Oregon without the consent of the person to whom the testimony sought relates. There are exceptions to the general rule of legal confidentiality. These exceptions are listed in the Oregon statutes (ORS 675.715 to 675.835). You should be aware that provisions concerning disclosure of confidential communications does not apply to any delinquency or criminal proceeding, except as provided in Oregon law. Some of these exceptions include: serious threat or intent to harm others or yourself; abuse or neglect of children, abuse or suspected abuse of the elderly or others unable to care for themselves; subpoenaed testimony in criminal court cases; and order to violate privilege by judges in child-custody, divorce, and/or other court cases.

The following are legal exceptions to your right to confidentiality. I will inform you of any time when I think I will have to put any of these into effect.

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, of if you give me information about someone else who is doing this, I must inform Child Protective Services or other authorities immediately.
3. If I believe that you are an imminent danger of harming yourself, I may legally break confidentiality and call the police or a local crises team. I am not obligated to do this and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team or the police.

4. If applicable, I will share diagnosis and dates of service with your insurance company, by filling out for you a reimbursement form for you to be reimbursed for the counseling fee that you have already paid to me.
5. If you tell me of the behavior of another named health or mental health care provider that informs me that this person has either: a) engaged in sexual contact with a patient, including yourself, or b) is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires me to report this to their licensing board. I would inform you before taking this step. *If you are my client and a health care provider, however, your confidentiality remains protected under the law from this kind of reporting.*
6. Any other report mandated by Oregon law.

Supervision and Consultation:

It is ethical and common practice for psychotherapists to consult with other professionals or colleagues about issues that arise within therapy. Your confidentiality will still be protected during consultation and supervision sessions. Dr. Diane Rogers, LPC, Ph.D. is my Oregon-registered Supervising Counselor. Your signature on this Consent document gives your permission for me to discuss your case and confidential information with her.

Record-Keeping:

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will note that you attended therapy in the record. Under the provisions of the Health Care Information Act, you have the right to a copy of your file at any time. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

Diagnosis:

If a third party, such as an insurance company, is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled **Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V)**. I have a copy in my office and will be glad to show it to you, so you can learn more about what it says about your diagnosis.

Other Rights:

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns and can request that I refer you to someone else if you decide that I'm not the right therapist for you. You are free to leave therapy at any time, although I recommend finding a way to give me some advance notice so I can help you end treatment well and consolidate gains.

Emergency Contact:

Because I have a limited practice, I do not have 24-hour emergency or "on call" coverage. If you believe you need a therapist with 24-hour coverage, I will be happy to make a referral.

If you experience a psychiatric emergency, you should call 911 or go to the nearest hospital emergency room rather than wait for me to call you back.

When I am out of town for an extended period of time, I will give you the name of a colleague you can contact in case of an urgent need.

Fees:

Individual therapy or couples' therapy is \$100.00 - \$160.00 per 50-55 minute session. Payment can be by cash, check, or credit card. The initial session of one-half (1/2) is free of any charge. I am not able to accept payment from any insurance company at this time.

My Training and Approach to Therapy:

I have a Juris Doctor degree and practiced law for more than twenty years in my private law practice. I have served in the US military for more than twenty years as a pilot, in the US Air Force, the Army National Guard, and the US Army. I have two combat tours, including Southeast Asia (Vietnam) and Bosnia.

I have a Masters' Degree in Clinical Mental Health Counseling. My specific areas of therapy practice include adults, couples, families, and adults suffering PTSD from trauma (military veterans, law enforcement officers, EMT's, firefighters, and others). I am trained in EMDR.

Method of Treatment:

There are several proven models of therapy. I use the Cognitive Behavioral Model, Solution-Focused Brief Therapy, and Motivational Interviewing (and others as the specific circumstances warrant, such as EMDR as a trauma intervention). Therapy often leads to better relationships, solutions to specific problems, significant reductions in feelings of distress, and greater insight into personal goals and values. However, counseling is a joint effort, which cannot be successful without the hard work, energy, and courage of the client.

Eye Movement, Desensitization, and Repressing (EMDR)

I am trained to provide EMDR interventions for those clients whose prior traumas or traumatic experiences have resulted in symptoms that might be amenable to EMDR. Not all EMDR interventions are successful, but with prior counseling, client training of calming exercises, appropriate education about the process, and careful implementation, EMDR can be very effective.

Risks:

Counseling may feel challenging and difficult at times. Uncomfortable feelings and experiences may be experienced and addressed within counseling (clients may feel anger, sadness, guilt, grief, loss, frustration, and other serious emotional impacts).

Benefits:

Psychotherapy has been shown to have many benefits. People come to counseling because they want something to be different in their lives. They may want to change their personal or family situation, solve a particular problem, or simply bring a healthier balance into their lives. The benefit of counseling is to bring about some positive change in each client's life.

Your Responsibilities as a Psychotherapy Client

- You are responsible for coming to your session on time and at the time we have scheduled.
- If you are late, we will end on the scheduled time and not run over into the next person’s scheduled session. The fee for late sessions remains the session rate mentioned above.
- If you miss a session without canceling, or cancel with less than twenty-four (24) hours’ notice within my business hours (Mondays, Tuesdays, Thursdays, and Fridays between 9:00 a.m. and 4:00 p.m.), you will be charged for that session (since I have held it open for you). The missed session fee is \$75.00. You will be required to pay for that missed appointment at the beginning of the next scheduled session. However, you will not be billed for a missed session if you reschedule that session within the same or next calendar week.

Grievance Process:

If you are unhappy with what’s happening in therapy, I hope you will talk about it with me so I can respond to your concerns.

The Oregon Board of Licensed Professional Counselors and Therapists has the general responsibility of regulating the practice of counselors/therapists. Should you not be satisfied with or have concerns regarding your treatment, you may report your concerns with that Oregon agency at 503-378-5499 or lpct.board@state.or.us; website www.oregon.gov/OBLPCT.

Consent to Treat:

I have read this statement, had sufficient time to be sure that I considered it carefully, and understand it. I understand the limits to confidentiality required by law. I understand my rights and responsibilities as a client and my therapist’s responsibilities to me. I know that I can end therapy at any time.

Agreed Fee:

I hereby consent to the fee of \$_____ per session, payable by cash, check, credit card or appropriately impaneled insurance agency or insurer.

By the signature below and full and accurate information provided on a separate intake sheet provided by the counselor, I, the undersigned, do hereby consent to such evaluation and treatment as the counselor named above, being Patrick Hyland, may decide and implement. By such signature, I acknowledge that care and treatment in this area is not an exact science and the therapist cannot provide any guarantees as to the result of treatment or evaluations received. Also, by such signature, I certify that I have read and fully understand the contents of this form and that I am over the age of eighteen (18).

Client’s Name (printed)

Date: _____

Client’s Signature (above)

Date: _____

Patrick Hyland,
Licensed Professional Counselor, Registered Intern