

Information and Consent for Treatment

About Therapy

Mr. Redeker is a firm advocate of individual, family, and group therapy as processes of change. However, it is important that clients understand the nature of the therapeutic process so that they will know what to expect. The following represent a partial list of answers to common questions and expectations. Please feel free to ask **ANY** questions that may arise.

- 1) Psychotherapy is a collaborative effort between you and the therapist. Your therapist only facilitates change; he cannot make changes happen.
- 2) The efficacy of psychotherapy (the power to produce results) is in the nature of the relationship between the client and the therapist. It is very important that you feel a comfortable and safe working relationship with your therapist. While this takes time, it also requires that the client be honest about their behavior and any concerns they may have about therapy or their therapist.
- 3) The change process can be uncomfortable.
 - A) The clients may have insights, memories or otherwise gain information that maybe unpleasant.
 - B) Clients may experience loss in relationships as they discover and change behavior.
 - C) Families and individuals often experience escalations in problems before they experience improvements.
 - D) Family members and significant others may be reactive to changes a client may make as a result of psychotherapy.
- 4) The therapeutic relationship is a very special professional relationship. While clients may develop a close emotional bond with the therapist, they need to understand that this does not include a social relationship or friendship. If the therapist sees the client in a public setting outside of the office, the therapist will not acknowledge the client, however; the client is free to acknowledge the therapist and approach him if so desired. This is done to protect the privacy of the client.
- 5) Touch is an important aspect of therapy. Touch may be used to show support, acknowledge and in greetings and salutations. Therapeutic touch should never be inappropriate or sexual. Mr. Redeker will ask clients for permission to provide therapeutic touch. Clients need to inform Mr. Redeker if they are in any way uncomfortable with therapeutic touch.
- 6) Confrontation is an essential element of psychotherapy. Clients can expect Mr. Redeker to confront issues, behaviors and processes in as gentle and efficient manner as possible.
- 7) Mr. Redeker believes that human beings live in relation to other human beings. We do not live in a vacuum. Therefore with the clients permission, family, friends and significant others may be requested to participate.
- 8) Mr. Redeker is an existential, humanistic – process oriented therapist who uses techniques that are largely client centered, gestalt, experiential, cognitive-behavioral, and solution focused.
- 9) Mr. Redeker believes that spirituality is an essential portion of the mind-body-spirit integration. Clients can expect input regarding their spirituality with respect to all religions/denominations.

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Appointments

Appointments are scheduled on an as needed basis, and recurring appointments can be arranged. Clients are subject to being charged for their missed appointments if cancellation is not received 24 hrs. prior to their scheduled appointment. Missed appointments are not covered by insurance and become the responsibility of the client.

Sessions

Individual sessions are approximately 50 to 60 minutes long. Family therapy may run as long as three (3) hours. Usually, sessions are scheduled weekly, however, sessions may occur more or less frequently depending on the needs of the client.

Confidentiality

Current Texas state law requires that information provided to mental health practitioners be kept confidential; therefore, no information given to F. Sean Redeker will be disclosed to the employers, family members or community persons without specific written permission given by the client or unless such information is ordered disclosed by State or Federal courts.

In the case that a client is deemed to be a dangerous to themselves or others (potentially suicidal, child abuse, psychotic or homicidal), current Texas state law requires that practitioners report such information to the appropriate legal authorities.

In the case of minor children (under the age of 18), the parents or guardians may legally request information concerning the child's progress and treatment. An exception to this is if the child is 17 and enters into a therapeutic relationship with knowledge and permission from the parent(s) or legal guardian(s), confidentiality is treated as if the child were an adult. Mr. Redeker will maintain confidentiality with minors and work with them to make disclosures to parents in order to preserve therapeutic relationships.

Mr. Redeker, periodically, will be under supervision for various credentialing purposes. Appropriate written permission will be obtained from the client for audio and/or video recording of sessions.

Confidentiality is waived in the event of collection procedures.

Confidentiality and Managed Care

Clients should also be aware that the state of managed care for insurance almost always requires the reporting of information to insurance representatives for the purpose of qualifying need for mental health care and sessions. **Confidentiality can not be kept if you are accessing your health insurance for your care. (see page 4)**

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Court Fees

If, at any time, Mr. Redeker is called upon to engage in court proceedings of any kind, his hourly rate will be \$250.00 per hour. Insurance does not cover these fees, and any fees acquired will be paid directly to Mr. Redeker by the client. Court proceedings may constitute, but are not limited to, research pertaining to court testimony, court testimony, depositions, letters of testimony or any other activity relating to court proceedings. Mr. Redeker's hourly rate in regards to appearing at court, will begin at the time Mr. Redeker leaves his office/home to travel to court, and there is a two hour minimum charge. There is also a one hour minimum charge for any other activities associated with court proceedings. These charges are billed at the rate of \$250.00 per hour. If you have any questions regarding court fees and activities, please let Mr. Redeker know.

Termination

Termination of the counseling/therapy relationship is ideally mutually agreed upon by client and therapist. Mr. Redeker's primary goal is for his clients to be content with their direction in life or toward a solution and relatively confident in their skills and abilities to accomplish such.

Termination of the counseling relationship will automatically occur if there has been no contact between client and therapist for three (3) weeks.

Referrals

Mr. Redeker believes that everyone has the right to participate in their treatment planning and that joint goal setting is the preferred professional relationship between client and therapist. If, for any reason, Mr. Redeker is unable to meet a client's needs, he will gladly refer to other qualified practitioners in the area. It is also the responsibility of the client to inform Mr. Redeker if the client feels his needs are not being met, and encourages clients to inform him if any discomforts arise, so that joint resolution can be made.

Emergency

Mr. Redeker can usually be reached via his cell phone at (512) 799-7348. If he does not return your call within 24 hours, please call Michael J. Sliwa, Mr. Redeker's supervisor at 512-219-0923 and leave a message. Mr. Redeker will inform his clients if he is to be unavailable for more than a two day period. If for any reason, a client is unable to reach either party they should contact Shoal Creek Hospital at 324-2000 or the emergency mental health line at 512-472-4357.

Complaints

Complaints regarding this office should be directed to: the Texas State Board of Examiners of Licensed Professional Counselors or the Texas State Board of Examiners of Marriage & Family Therapists at 1-800-942-5540

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Insurance and Managed Care

If you are considering using insurance to pay for services rendered, Mr. Redeker would like you to be aware of some of the complications of using a health care benefit. Your insurance is a relationship between you and the insurance company.

Loss of Confidentiality

- 1-Information may be reviewed by the employees of the insurance company and a separate managed care company.
- 2-Some employees of those companies do not have the same training in confidentiality as professionals.
- 3-Insurers put confidential information on computers.
- 4-Industry mergers allow information to change hands.
- 5-Insurance companies or managed care may ask for a copy of your chart, searching for pre-existing conditions, reviewing for medical necessity or auditing purposes.

CONFIDENTIALITY CANNOT BE KEPT IF YOU ARE ACCESSING YOUR HEALTH INSURANCE FOR CARE

Loss of Control of Therapy

- 1-Managed care companies make money by reducing treatment
- 2-Treatment decisions are based on formulas for average cases.
- 3-Managed care treatment focuses on symptoms not underlying problems
- 4-The managed care philosophy limits the number of sessions available for treatment as well as the provider eligible to provide the services.
- 5-Changing insurance carriers, insurance companies changing managers, mergers and the contract between the insurance company; managed care entity and your therapist are subject to change affecting whether your services will be paid.

Effects of Psychiatric Diagnosis

- Health insurance benefits can only be used for the treatment of an illness, requiring a diagnosis.
- Choosing not to use health insurance benefits means you do not have to have a psychiatric diagnosis.
- Psychiatric and substance abuse diagnosis can affect your future ability to obtain medical and life insurance.
- Some diagnostic categories are not payable by some insurance and managed care entities.

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Authorizations

- Managed care requires the submission of treatment plans to have sessions certified.
- Managed care requires a report about your history, lifestyle and other personal information to determine medical necessity.
- Authorizations for sessions is not a guarantee that the services will be paid. All claims are reviewed with the terms and conditions of you policy, medical necessity, diagnosis and eligibility.
- Authorized sessions may be subsumed under your deductible.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. PLEASE READ THIS NOTICE CAREFULLY

Your health records contain personal information about you and your health. This information about you that may identify you and that relates to your past, present, or future physical or mental health or condition and related health care services is referred to as Protected Health Information (PHI) in accordance with applicable law. It also describes your rights regarding how we may gain access to and control your PHI.

We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices. We reserve the right to change the terms of our Notice of Privacy Practices at that time. We will provide you with a copy of the revised Notice of Privacy Practices by sending a copy to you in the mail upon request or providing one to you at your next appointment.

How We May Use and Disclose Health Information About You: For Treatment

Your PHI may be used and disclosed by those who are involved in your care for the purpose of providing, coordinating, or managing your care, treatment and related services. This includes consultation with clinical supervisors or other treatment team members. We may disclose PHI to any other consultant only with your authorization.

How We May Use and Disclose Health Information About You: For Payment

We may use and disclose PHI so that we can receive payment for the treatment services provided to you. This will only be done with your authorization. Examples of payment related activities are: making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities. **If it becomes necessary to use collection processes due to lack of payment for services, we will only disclose the minimum amount of PHI necessary for the purposes of collection.**

How We May Use and Disclose Health Information About You: For Healthcare Operation

We may use or disclose, as needed, your PHI in order to support our business activities including, but not limited to, quality assessment activities, employee review activities, licensing, and

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conducting or arranging for other business activities. For example, we may share your PHI with third parties that perform various business activities (e.g. billing or typing services) provided we have a written contract with the business that requires it to safeguard the privacy of your PHI, to remind you of appointments, to provide information about treatment alternatives or other health related benefits and services, or for facility directories.

Required By Law

Under the law, we must make disclosures of your PHI to you upon request, In addition, we must make disclosures to the Secretary of the Department of Health and Human Services for the purpose of investigating or determining our compliance with the requirements of the Privacy Rule. **It is the practice of this office to obtain your authorization for disclosures of information. It is also your right to know that the following are examples where disclosures can and will be used, if necessary, without your authorization:**

**Abuse and Neglect, Judicial and Administrative Proceedings Deceased Persons,
Emergencies, Family involvement in care, Health Oversight,
Law Enforcement, National Security, Public Health, Research,
Public Safety (Duty to Warn)**

Without Authorization

Applicable law and ethical standards permit us to disclose information about you without authorization only in a limited number of situations. The types and uses and disclosures that may be made without your authorization are those that are:

- 1) Required by Law, such as the mandatory reporting of child abuse or neglect or mandatory government agency audits or investigations (such as Licensing Boards of Professional Counselors, Marriage & Family Therapists or the Health Department.)
- 2) Required by Court Order
- 3) Necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

Verbal Permission

We may use or disclose your information to family members that are directly involved in your treatment with your verbal permission.

With Authorization

Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked.

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Your Rights Regarding Your PHI

You have the following rights regarding PHI we maintain about you. To exercise any of these rights, please submit your request in writing to F. Sean Redeker, MA, LPC, CI, NCC 12335 Hymeadow Dr., Suite 450 Austin, Texas 78750.

- 1) **Right to Access to Inspect and Copy.** You have the right, which may be restricted, to inspect and copy PHI that may be used to make decisions about your care. Your right to inspect and copy PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you. We may charge a reasonable, cost based fee for the copies.
- 2) **Right to Amend:** If you feel that the PHI we have about you is incorrect or incomplete, you may ask us to amend the information although we are not required to agree to the amendment.
- 3) **Right to an Accounting of Disclosures:** You have the right to request an accounting of certain of these disclosures that we make of your PHI. We may charge you a reasonable fee if you request more than one accounting in any 12-month period.
- 4) **Right to Request Restrictions:** You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, payment, or health care operations. We are not required to agree to your request.
- 5) **Right to request Confidential Communication:** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location.

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NOTICE OF INFORMATION AND CONSENT FOR TREATMENT RECEIPT AND ACKNOWLEDGEMENT OF NOTICE

NAME:

BIRTH DATE:

Please print

Please print

I hereby acknowledge that I have received and have been given an opportunity to read a copy of Information and Consent For Treatment Notice. I understand that if I have any questions regarding the Information and Consent For Treatment Notice or my rights as a client, I can contact F. Sean Redeker, LPC - Intern, at 12335 Hymeadow Dr. Suite 450, Austin, Texas 78750, and (512) 799-7348. My signature below acknowledges that I have signed two copies of this form; one copy for me to keep and one copy for my client file with F. Sean Redeker, LPC - Intern.

Client Signature

Date

Signature of Parent, Guardian or Representative

Date

If you are signing as a personal representative of an individual, please describe your legal authority to act for this individual (Power of attorney, healthcare surrogate, etc.)