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HIPAA

Informed Consent For Treatment/Client's Rights/Rules Guiding Practice

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary of information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. I am required by the laws guiding the profession and other applicable state and federal laws, to maintain the privacy of your health information. I am required to provide a copy of this notice to you to keep you informed regarding your rights about your health information and my legal duties or privacy practices. If at any time, this notice is changed, the new notice will be made available to you during your visit. You may request a copy of this notice at any time during your treatment your treatment.

Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

PSYCHOLOGICAL SERVICES

Therapy is a relationship between people, which works in part, because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

The first 2-4 sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your

own assessment about whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

CLIENT'S RIGHTS

You have the **right to be treated with respect and dignity**. If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients. You may also request that I refer you to another therapist and are free to end therapy at any time.

CONFIDENTIALITY OF CLIENT RECORD

I am required by the laws guiding the profession, to keep appropriate records of the therapeutic services that I provide confidential. Your records are maintained in a secure location. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. Your records cannot be made available to anyone else except at your request (see consent to release/obtain information). Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

APPOINTMENTS

Appointments will ordinarily be 45-50minutes in duration, mostly once a week for a start, at a time we agree on, although some sessions may be more or less frequent as needed, depending on the progress made in therapy. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24 hours notice. If you miss a session without canceling, or cancel with less than 24-hour notice, my policy is to collect the amount of your co-payment, or \$50.00 no-show-fee (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the portion of the fee as described above. If it is possible, I will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time. For your convenience, sessions will be held in my office, or your home if we determine a genuine reason why you cannot meet at my office, and if your home is within a 10-mile radius from my office.

QUESTIONS AND COMPLAINS

If you have any question or concerns regarding your record, privacy, rules and policies of this practice, or any other question during or after your treatment (up to 7 years after discharge), please feel free to ask or express your concern. I will answer every question and address every concern to the best of my ability.

PROFESSIONAL FEES

The standard fee for the initial intake is \$120.00 and each subsequent session of 50 minutes is \$90-\$110 out-of-pocket (will differ by insurance). You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by check, credit, or cash. Any checks returned to my office are subject to an additional fee of up to \$25.00 to cover the bank fee that I incur. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment.

In addition to weekly appointments, it is my practice to charge this amount on a prorated basis (I will break down the hourly cost) for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify. Please go through the billing sheet for a better understanding of rates.

INSURANCE

I am credentialed with **Aetna, Blue Cross Blue Shield (BCBS), Humana, Coventry, Health Choice of Oklahoma, First Choice Network, & Medicaid**. I am working on accepting other insurance and will let you know once the arrangement is completed.

PARENTS & MINORS

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. It is my policy not to provide treatment to a child under age 13 unless s/he agrees that I can share whatever information I consider necessary with a parent. For children 14 and older, I request an agreement between the client and the parents allowing me to share general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. All other communication will require the child's agreement, unless I feel there is a safety concern (see also above section on Confidentiality for exceptions), in which case I will make every effort to notify the child of my intention to disclose information ahead of time and make every effort to handle any objections that are raised. Please understand that I am a mandated reporter under the Terasoff law. If you or your child threatens to harm self or another at any point in treatment, I am mandated to report such threats for your safety or the safety of the other party involved. I am also mandated to report child abuse or elderly abuse. If I am subpoenaed by the judge to release any of your information, I will notify you. Please feel free at any point in the treatment to review or ask questions regarding this session.

CONTACTING ME

My workday usually starts at 8 O'clock in the morning and ends at 8 O'clock in the evening, unless in emergency/crisis situations. I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) please go to your Local Hospital Emergency Room, or 2) call 911 and ask to speak to the mental health worker on call. I will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of any mental health professional that may cover for me in my absence.

CONSENT TO PSYCHOTHERAPY

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

Signature of Client (14 and above): _____

Printed Name of Client (14 and above) _____

Signature of parent or guardian _____

Printed Name of Parent or Guardian: _____

Date: _____

Clinician's Signature: _____

Date: _____