

Informed Consent and Contract for Services

Introduction

This document is intended to provide important information to you regarding your treatment. Please read the entire document carefully and be sure to ask me any questions that you may have regarding its contents.

Information Casey Marsh-Shaevitz, MA-LPC

I am a licensed professional counselor and my license number is 7386. At an appropriate time, I will discuss my professional background with you and provide you with information regarding my experience, education, and professional orientation as it pertains to your goals and journey in therapy. You are free to ask questions at any time as they arise and pertain to your progress in counseling.

Information About This Practice:

This is an individual therapy practice owned and operated by Energy Shift, LLC (Casey Marsh-Shaevitz, MA-LPC). Although Casey Marsh-Shaevitz may share office space with other providers and/or businesses, this office space is hers and hers alone, and others are not responsible for the treatment provided by Casey Marsh-Shaevitz.

The Therapeutic Process

The primary mental health service that I provide the public is psychotherapy for individuals adults, couples, and groups. Psychotherapy is not easily described in general statements. It varies depending on personalities of the counselor/psychotherapist and client(s), and the particular problems you are experiencing. Psychotherapy is not like a physician visit. Instead, it calls for very active effort on your part. For therapy to be most successful, you will have to work on issues discussed, both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, the practice of psychotherapy is not an exact science and therefore there are no guarantees regarding what you will experience as the outcome of your treatment.

It is important that you, the client, understand that I am not a medical doctor; therefore, I do not prescribe medications and am not authorized to practice medicine. If you think that medication should be considered as a part of your treatment, after discussing medication as a treatment option, I am happy to refer you to a physician and to provide coordinated services. Psychological problems can have medical or biological origins and you should have regular physical exams and speak with a physician about all psychological symptoms.

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Informed Consent and Contract for Services

Fees and Insurance

The fee for service is \$120 per 50-55 minute psychotherapy sessions. (This fee includes time for appropriate note taking and other services associated with regular, weekly sessions). Phone calls and emergency contacts over 10 minutes are billed at the same rate.

In addition to weekly appointments, I reserve the right to charge a fee per hour for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour, and this fee will be discussed with you prior to providing the service. Other services may include report writing, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request. If you become involved in legal proceedings that require my participation, you will be expected to pay for all my professional time, including preparation and transportation costs, even if I am called to testify by another party. I will charge a fee per hour for preparation and will charge a fee per hour for attendance at any legal proceeding; the latter is charged from the time of leaving the office until return. These fees will be discussed with you prior to providing any services and will be considerably higher than traditional therapy fees. All fees must be paid prior to legal proceedings. Additionally, you should understand that I am not considered an expert witness. This means that I can only be called for fact witness and cannot make advisement to the court.

In order for you and I to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. At my discretion, I can fill out forms and provide you with whatever assistance needed in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of your fees. It is very important that you find out exactly what mental health services your insurance policy covers.

Should you decide to pay for services via your insurance please note the following. Your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis and additional clinical information may be requested such as treatment plans/summaries, copies of your entire clinical record, among others. In such situations, I will make every effort to release only the information about you that is necessary for the purpose requested. This information will become part of the insurance company files and I have no control over what they do with this information once it is in their hands. Upon your request, I can provide you with a copy of any report that I am required to submit. You should also be aware that you are responsible for verifying and understanding the limits of your insurance coverage. Please discuss any questions or concerns that you may have about this with me. Once I have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above (unless prohibited by contract).

If for some reason you find that you are unable to continue paying for your therapy, you should inform me. I will help you to consider any options that may be available to you at that time.

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Informed Consent and Contract for Services

As part of my policies, I keep a credit card on file in my secure online system for all clients. This credit card will be charged for our agreed upon session fees unless we have other payment options arranged such as cash or check. By signing this informed consent, you agree to keep a current credit card on file and agree to be charged for your sessions and any late cancellations or missed (no-show) appointments.

Appointment/Cancellation Policies

Psychotherapy appointments/sessions are typically scheduled once a week for a total of 50 to 55 minutes at an agreed upon time. However, some sessions may be longer or more frequent depending upon the necessity of treatment and in agreement between you and I, your individual treatment provider. When you have a scheduled appointment, that time is reserved solely for you. Your consistent and timely attendance greatly contributes to a successful outcome. In order to cancel or reschedule an appointment, you are expected to provide 24 hours before your appointment either by e-mail or voicemail. If you do not provide at least 24-hour notice in advance, you are responsible for the full payment for the missed session (unless you and I both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance does not provide reimbursement for canceled session. If it is possible, I will try to find another time to reschedule the appointment.

If you appear more than 15 minutes late to a scheduled appointment, I will consider this as a missed session and bill accordingly. If you come to therapy impaired by drugs or alcohol, I will not be able to provide services and will consider this appointment missed and bill accordingly.

If you have missed a scheduled appointment and you do not call me within 7 days, I will accept that as your notice that you have terminated this agreement and that you wish to discontinue services.

Billing and Payment

You will be expected to pay for each session at the time of the scheduled appointment, unless I have agreed otherwise or unless another arrangement has been made regarding insurance coverage.

By signing this document, you are stating that you understand that you are responsible for any and all fees for services provided by this therapist to which you have consented, and that failing to pay such fees may result in termination of any further services available to you. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court, which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is her/his name, the nature of services provided, and the amount due. If such legal action is necessary, its cost will be included in the claim.

Therapist Availability/Emergencies

You may leave a message on my voicemail and I will return your call by the following business day. I prefer using email to arrange or modify appointments. Please do not email me or text me content related to your therapy sessions, as email or text is not completely secure or confidential.

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Informed Consent and Contract for Services

If you choose to communicate with me by email, be aware that all emails are retained in the logs of your and my Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider.

If you have an urgent need, please indicate that in your message and follow any instructions provided by my voicemail. I do not provide a 24 hour emergency service. If it is a medical emergency or an emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance or go to your nearest emergency room. You should also be aware of the following resources that are available in the local community to assist individuals who are in crisis:

Your psychiatrist

Oklahoma Crisis Call Center 405-848-2273 or 1-800-273-8255

Redrock Behavioral Health Services 405-307-4800

Oklahoma County Crisis Intervention Center 405-945-6215

Child Abuse Reporting 800-522-3511

Police for emergencies 911

Metro Police for non-emergencies, but urgent situations 405-231-2121

Yukon Police 405-354-1711

Mustang Police 405-376-2488

Domestic violence emergencies:

YWCA Domestic Violence Hotline 405-917-9922

YWCA Sexual Assault Hotline 405-943-7273

Oklahoma Coalition Against Domestic Violence & Sexual Assault 800-522-7233

Limits on Confidentiality

The law protects the privacy of all communications between you, the client, and myself. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements by HIPAA. There are other situations that do not require your authorization, including the following:

- As is common professional practice, I may occasionally find it helpful to consult with other health professionals about your case. No identifying information will be utilized during said consultation unless you have given specific written consent. Other professionals are also legally bound to keep the information confidential.
- I may employ administrative staff to assist in filing and other miscellaneous office-related activities. These personnel may need to have access to protected information in order to perform their duties. All staff members have been given training about protecting your privacy and have signed nondisclosure agreements agreeing to protect your confidentiality.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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Informed Consent and Contract for Services

There are some other situations where I am permitted or can be required to disclose information without your consent of Authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-client law. I cannot provide any information without your (or your personal or legal representative's) written authorization, or a court order. If you are involved in/or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend against the complaint or lawsuit.
- If a client files a worker's compensation claim, I may disclose information relevant to that claim to the appropriate parties, including the Administrator of the Worker's Compensation Court.

These are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and, as such, may have to reveal some information about a client's treatment. These situations are unusual, but may occur:

- If I have reason to believe that a child under the age of 18 years is the victim of abuse or neglect, the law requires I report to the appropriate government agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that a vulnerable adult is suffering from abuse, neglect, or exploitation, the law requires that I report to the appropriate government agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- If a client communicates an explicit threat to kill or inflict bodily injury upon a reasonably identifiable victim and he/she has the apparent intent and ability to carry out the threat, or if a client has a history of violence and I have reason to believe that there is a clear and imminent danger that the client will attempt to kill or inflict serious bodily injury upon a reasonably identified person, I may need to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the client.
- If the client threatens to harm herself/himself, I am obligated to seek hospitalization for her/him, or to contact family members or others who can help provide protection.
- If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.
- Information from clients' files may be compiled to study various issues such as treatment outcomes and client satisfaction to improve the services offered. Your name or any identifying information will not be used in such research.
- All clients that consent to group psychotherapy will be informed about the importance of maintaining confidentiality. It is important to understand, however, that I cannot guarantee that all group members will keep any and/or all information provided by clients in the group setting confidential.

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Additional, rare instances may arise where disclosure is allowed or required by law. While this written summary of expectations to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. In situations where specific advice is required, formal legal advice may be needed.

Threats, Harassment, and Intimidation

If you engage in threats, harassment, or intimidation toward me or others in this office, this may be grounds for immediate termination of therapy. You also grant permission for me to share information about any threatening behavior with law enforcement and/or others as I believe necessary to protect my safety and that of others.

Minors & Parents

Clients under 18 years of age (who are not emancipated) and their parents, should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, I typically ask that parents respect their child's privacy with the understanding that I will always alert the parents to any life-threatening risk. I will provide parents with general information about the progress of the child's treatment, specific information about diagnosis and any necessary referrals and his/her attendance at scheduled sessions. I will consult with the parents often and will expect the involvement of parents and caregivers in the treatment process. I will also, at parents' request and with the minor client's knowledge, provide parents with a summary of the client's treatment at appropriate times. When working with adolescents, when it is possible, it is important for me to get the client's consent before sharing information with parents that is not related to immediate risk of harm to self or others. Before giving parents specific information, I will discuss the matter with the client, and do my best to handle any objections they may have. As is always true, I have a duty to communicate threat of harm to self or others to you, as well as appropriate authorities, and I am always required to report abuse or neglect.

Additionally, parents/guardians should be aware that in the event of divorce and other circumstances that may result in shared medical decision making, I am required by law to have a copy of the divorce decree or other court document noting who must sign consent for any counseling services to be rendered.

Professional Records

The laws and standards of the mental health profession require that I keep Protected Health Information about you in your Clinical Record. Except in circumstances that involve danger to yourself and/or others, where information has been supplied to me confidentially by others, or if the information has been gathered in reasonable anticipation of or specifically for use in litigation, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or distressing to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). If I determine that obtaining your record may cause harm, I have the right to refuse your request for access to your records. You have the right of review in some instances, which I will discuss with you upon request. In some instances, there is no right to have a review of the decision to refuse your request to inspect and/or copy the protected health information in your record.

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Informed Consent and Contract for Services

You should be advised that in the event of my untimely death or catastrophic illness, I have made provision for a licensed colleague to maintain my records for the time required by law and to destroy them in accordance with HIPPA and my licensing body. In my absence, my licensed proxy will use his/her best clinical judgment with regard to any request for records.

Recording sessions

Please feel free to take notes in session if you believe it will be helpful in remembering key points of discussion. However, audio or video recording of sessions is prohibited.

Electronic Devices

I have a number of smart devices that have microphones, including my cell phone, laptop, and other devices that may be in the office. These devices generally have voice control turned off, and so are not recording. However, for any device (such as a smart speaker) that is voice controlled, recorded snippets of conversation may be sent to the device manufacturer. If you bring a smart device (such as a modern cell phone) to session, that device likely has the option of voice control built in. If voice control on your device is enabled, the microphone may be always on, and snippets of conversation may be recorded and sent to the device maker. If you prefer not to take this risk, please disable voice control on your devices while in session.

Social media

I do not accept “friend” requests or similar connections with clients, or their family members or friends, on social media. This is to protect your confidentiality and privacy. If you would like to “Like” my professional Facebook page, you may do so at your own risk. **This is not at any time a way to contact me for therapy-related discussion, even in an emergency.**

If you would like me to review your (or your child’s) social media interactions as part of our therapeutic work, please print what you would like me to review and bring it with you to session. Even if your or your child’s social media accounts are public, I will not examine them without your specific consent and direction.

Please note that any social media apps you use may seek to connect you with me or with other visitors to this office, through a “people you may know” or similar feature. I have no control over apps that may intrude on the privacy of your treatment in this way. If you would like to minimize the risk of others becoming aware of your connection to me or this office, please make use of the privacy controls available on your phone. Turning off a social media app’s ability to know your location, and refusing it access to your email account and the contacts and history in your phone, protect your privacy and confidentiality.

Termination of Therapy

The length of your treatment and the timing of the eventual ending of your treatment depends on the specifics of your treatment plan and the progress you achieve. It is a good idea to plan for the end of your treatment in collaboration. We will discuss a plan for termination as you near the completion of your treatment goals.

You may discontinue therapy at any time. If you or I determine that you are not benefiting from treatment, either of us may start a discussion of your treatment alternatives. Treatment alternatives may include, among other possibilities, referral, changing your treatment plan, or terminating your therapy.

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Informed Consent and Contract for Services

Please ask me to address any questions or concerns that you have about this information before you sign!

Authorization and Acknowledgement: I have read the above information and understand and agree to the contents.

Client/Guardian Signature

Print Name

Date

The final four pages of this document are for you to keep. Your signature here acknowledges that you have received notice of Policies to Protect Privacy.

Client/Guardian Signature

Date

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This notice describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. The hipaa (health insurance portability and accountability act of 1996) law allows for the use of the information for treatment, payment, or healthcare operations. Please review it carefully.

I. Uses and Disclosures for Treatment, Payment and Health Care Operations

Your treatment provider at may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes. To help clarify these terms, here are some definitions:

- "PHI" refers to information in your health record that could identify you.
 - "Treatment, Payment and Health Care Operations"
1. Treatment is when your treatment provider provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when your treatment provider consults with another health care provider, such as your family physician or another therapist, counselor, or psychologist.
 2. Payment is when your treatment provider at obtains reimbursement for your healthcare. Examples of payment are when your individual treatment provider at discloses your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 3. Health Care Operations are activities that relate to the performance and operation of your provider. Examples of health care operations are quality assessment and improvement activities, business related matters such as audits and administrative services, and case management and care coordination.
- "Use" applies only to activities within your provider's practice, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
 - "Disclosure" applies to activities outside of your provider's practice, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

Your treatment provider at may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when your treatment provider is asked for information for purposes outside of treatment, payment and health care operations, your treatment provider at will obtain an authorization from you before releasing this information. Your treatment provider at will also need to obtain an authorization before releasing your psychotherapy notes. "Psychotherapy notes" are notes that your treatment provider has made

Casey Marsh-Shaevitz
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Informed Consent and Contract for Services

about conversations during a private, group, joint, or family counseling session, which your treatment provider at has kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) Your treatment provider at has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

Your treatment provider may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If your treatment provider treats a child who appears to be the victim of physical or sexual abuse, your treatment provider at must report such to the nearest law enforcement agency. If your treatment provider at has reason to believe that a child has been abused or neglected by a person responsible for the child's care, then your treatment provider is required by law to make a report to the Department of Human Services.
- **Adult and Domestic Abuse:** If your treatment provider has reason to believe that a vulnerable adult (defined below) is suffering from abuse, neglect or exploitation, your treatment provider is required by law to make a report to either the Oklahoma Department of Human Services, the district attorney's office, or the municipal police department as soon as we become aware of the situation.

A "vulnerable adult" means an individual who is an incapacitated person or who, because of physical or mental disability, incapability, or other disability, is substantially impaired in the ability to provide adequately for the care or custody of him or herself or is unable to manage his or her property and financial affairs effectively, or to meet essential requirements for mental or physical health or safety, or to protect him or herself from abuse, neglect, or exploitation without assistance from others.

- **Health Oversight:** If you file a disciplinary complaint against your treatment provider with a state agency or board, that agency or board would have the right to view your relevant confidential information as part of the proceedings.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and your treatment provider at will not release the information without written authorization from you or your personal or legally appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

Informed Consent and Contract for Services

- **Serious Threat to Health or Safety:** If you communicate to your individual treatment provider an explicit threat to kill or inflict serious bodily injury upon yourself or any other reasonably identifiable person, and you have the apparent intent and ability to carry out that threat, your treatment provider has the legal duty to take reasonable precautions. These precautions may include disclosing relevant information from your mental health records, which is essential to protect the rights and safety of others. Your individual treatment provider also has such a duty if you have a history of physical violence of which your treatment provider is aware, and we have reason to believe there is a clear and imminent danger that you will attempt to kill or inflict serious bodily injury upon a reasonably identifiable person.
- **Worker's Compensation:** If you file a worker's compensation claim, you will be giving permission for the Administrator of the Worker's Compensation Court, the Oklahoma Insurance Commissioner, the Attorney General, a district attorney (or a designee for any of these) to examine your records relating to the claim.

IV. Rights of the Client and Duties of your Treatment Provider

Client's Rights:

- **Right to Request Restrictions:** You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, your treatment provider is not required to agree to a restriction you request.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations:** You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are attending sessions. Upon your request, your treatment provider will send information to another address.)
- **Right to Inspect and Copy:** You have the right to inspect or obtain a copy (or both) of your PHI in your provider's mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. Your individual treatment provider may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. There are cases in which the denial is not subject to review. On your request, your treatment provider will discuss with you the details of the request and denial process.
- **Right to Amend:** You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Your treatment provider may deny your request. At your request, your treatment provider will discuss with you the details of the amendment process.

- **Right to an Accounting:** You generally have the right to receive an accounting of disclosures of PHI regarding you. On your request, your treatment provider will discuss with you the details of the accounting process.
- **Right to a Paper Copy:** You have the right to obtain a paper copy of the notice from your treatment provider upon request, even if you have agreed to receive the notice electronically.

Treatment Provider Duties:

- Your treatment provider is required by law to maintain the privacy of PHI and to provide you with a notice of any legal duties and privacy practices with respect to your PHI.
- Your treatment provider reserves the right to change the privacy policies and practices described in this notice. Unless your treatment provider notifies you of such changes, however, your treatment provider is required to abide by the terms currently in effect.
- If your treatment provider revises their policies and procedures, your treatment provider will provide you with a notice of revision in person at the time of your appointment, or by mail.

V. Questions and Complaints

If you have questions about this notice, disagree with a decision that your treatment provider makes about access to your records, or have other concerns about your privacy rights, you may contact your individual provider.

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You may also send a written complaint to the secretary of the U.S. Department of Health and Human Services.

VI. Effective Date: This notice went into effect on February 1, 2020.