

William D. Lax, Ph.D., ABPP

Brattleboro, Vermont

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802-258-9120

CLIENT INFORMED CONSENT

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our meeting. When you sign this document, it will represent an agreement between us.

Psychological Services

My practice is primarily dedicated to working with couples who want to resolve conflicts and improve their relationships. I generally meet with a couple for an initial consultation lasting approximately 90 minutes and then schedule an individual meeting (50-60 minutes) with each member. This allows me to get an initial understanding of your situation as a couple, as well as providing some time for us to get to know one another and for me to learn about each of your individual histories. We then meet together and determine whether working together would be a good fit for us.

Confidentiality

In general, the privacy of all communications between a client and a psychologist is protected by law, and I can only release information about our work to others with your written permission (also see HIPAA Notice of Privacy Practices). In order to release confidential information with family members, outside persons and/or agencies, both partners in therapy (and any other adult family member directly involved in the therapy) must provide their written consent to release psychotherapy records. If one partner or adult family member does not provide consent, records will not be released.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. These may include, but not limited to, situations where I believe that a child, an elderly person, or a disabled person is being abused, a client is threatening serious bodily harm to himself/herself or another, or I am informed of any pending illegal activity by a client.

These actions on my part may include notifying the potential victim, contacting the police or a state agency, and/or seeking hospitalization for the client. If the client threatens to harm himself/herself, I may be obligated to contact family members or others who can help provide protection. If a similar situation occurs in the course of our work together, I will attempt to fully discuss it with you before taking any action.

As described above, I generally met individually with members after the first session. I hold the same policy regarding confidentiality in these individual sessions. However, my client always remains the couple and I do not hold "secrets." If I am informed of information in an individual session that I believe may enhance or jeopardize our joint meetings, I reserve the right to use my professional judgement as to whether the information will be shared or not. If I believe it

should be shared, I will first support the individual to make the disclosure to the other member. If I am not permitted to share information when deemed necessary by me to facilitate the therapy, I may need to terminate my services. This policy is to both ensure a safe working environment and protect against any unplanned termination. If you feel that you need to discuss an issue privately with me, please let me know.

When referrals are received directly from another healthcare provider (e.g., physician, nurse, therapist, etc.) it is a professional courtesy to thank them and let them know that I am seeing you. I will ask your permission to correspond with them and to what extent I can share information. In addition, I occasionally find it helpful to consult with other professionals about my work with clients. I make every effort to avoid revealing the identity of my clients; the consultant is also legally bound to keep the information confidential. These consultations are intended to enable me to provide better services to you. I also video some of my sessions and would only do this with your permission.

Court Proceedings/Subpoena of Records

It is understood that the purpose of couple therapy is for the amelioration of distress within a relationship. Therefore, I do not expect clients to use information provided to me during the therapy process against the other party in a judicial setting of any kind, be it civil, criminal, or circuit. Likewise, neither party shall for any reason attempt to subpoena my testimony or my records to be presented in a deposition or court hearing of any kind for any reason, such as a divorce case.

Communication

For communication between sessions, it is best to use email and only for administrative purposes, unless we have made another agreement. This means that email exchanges with me should be limited to setting and changing appointments, billing matters, and other related administrative issues. You should be aware that I cannot guarantee the confidentiality of any information communicated by email or text. Therefore, unless we have agreed otherwise, I will not discuss any clinical information by email or text and prefer that you do not either. Also, these methods **should not** be used if there is an emergency. In any life-threatening emergency, please call 911 or go to your nearest hospital emergency room.

If you call, please know that I am often not immediately available by telephone, but try to return calls as quickly as possible. When you call, please leave your name, phone number where I can reach you and days/times when you will be available to talk. If you are calling from a cell phone and I do call back within 24 hours, I may not have received the full message and you should call back.

If you are unable to reach me and feel that you cannot wait for me to return your email or call, you should contact your family physician, call 911 or go to the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Records

I am required by law to keep treatment records. My psychotherapy notes and billing records are stored in a locked filing cabinet in my home office and all electronic records are stored on a password protected, encrypted computer and on an encrypted, HIPAA compliant cloud-based server. My treatment records are available to you upon request.

Insurance Reimbursement and Fees

A fee of \$150 per 53-60 minutes has been established for couple and individual therapy. Additional time is prorated accordingly. Many health insurance policies, including Medicaid and Medicare, will cover all or part of this fee, but you should find out exactly what your coverage is. Clients are expected to pay for services, including co-payments, after each session unless other arrangements have been made or through contracted arrangements with your insurance carrier. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

You should also be aware that most insurance companies require that I provide them with your clinical diagnosis. Sometimes I have to provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. At your request, I can provide you with a copy of any records I submit. By using your insurance, you authorize me to release such information to your insurance company. I will try to keep that information limited to the minimum necessary.

Cancellation Policy

When making an appointment, please take the time to consider your ability to keep that commitment. Your appointment time is reserved exclusively for you.

- If you believe you will not be able to make your scheduled appointment, I request that you provide a minimum of 48 hours' notice. This will give me an opportunity to offer the time to someone else.
- If you do not provide 24 hours' notice or do not show up for your appointment at the scheduled time, you will be charged a \$50 fee. Please note that I am not legally able to charge an insurance company for a service I have not provided.
- I understand that there are unforeseeable and/or unpreventable circumstances that require cancellation of an appointment, such as medical conditions. Please let me know as soon as you can about your situation and you will not be charged for these cancellations.

Telehealth Meetings

Since my services are primarily delivered via telehealth, I am providing the following information. As described above, I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our professional relationship. However, the

nature of electronic communications technologies is such that I cannot guarantee that our communications can always be kept confidential or that other people may not gain access to our communications. I take necessary precautions on my end, such as using an encrypted, HIPAA compliant web platform for our meetings and working in a secure, private office space. Neither party can record the session without asking prior permission.

In order to mitigate some of these risks on your end, please review the following guidelines.

Guidelines

- It is important to be in a quiet, private space (no one else in the room) that is free of distractions; please turn off cell phones, email and/or other devices during the sessions.
- You will need to use a computer or other device (tablet or phone) with a camera and mic. You will need to make sure that your camera, speakers and mic are all turned on.
- Use a good, secure private internet connection (DSL, cable, Wi-Fi). You should not use a public Wi-Fi.
- Prior to your scheduled meeting time, I will send you a link for the meeting room. Please logon a few minutes before your scheduled appointment so we can resolve any audio or video issues. To insure best quality, close all other applications on your computer or tablet. If you have any difficulties getting connected, please call me at the number below.
- If the session is interrupted and you are not having an emergency, disconnect from the session and then re-contact via the same meeting link. If you are unable to reconnect or are experiencing a medical emergency during our meeting, please call me at 802-380-8852.

Crisis management and intervention

Due to the nature of my practice, I am not able to engage in therapy with clients who are in a high risk or crisis situation requiring ongoing high levels of support and intervention. However, crises (such as medical emergencies) can emerge, so to ensure your safety I ask that you identify an emergency contact person on my Client Information Form who is near your location and who I can contact in the event of a crisis or emergency to assist in addressing the situation.

Termination

Either the client or the therapist may end therapy at any time. Your participation in therapy is voluntary and it is your right to discontinue at any time. If you do wish to terminate, I would appreciate having the opportunity to hear your concerns at a scheduled meeting. In addition, when it becomes reasonably clear to me that you are no longer needing the service, are not likely to benefit, or are being harmed by continued service, I am ethically responsible to terminate therapy with you. I will provide you with the names of other competent therapists to address your issues.

Agreement

I hereby authorize Dr. William Lax to provide psychological consultation and/or services as

may be reasonable and necessary for myself and/or my family. I understand and agree to the conditions of this Client Informed Consent. I further attest that I have reviewed the information on Dr. Lax’s website, www.williamlax.com.

I agree to pay any charges incurred by myself or family members for such services. If payment is not received as arranged, Dr. Lax has my permission to initiate collection through Small Claims Court or a collection agency. I also authorize Dr. Lax to provide my insurance company with information that is minimally necessary to process insurance claims and conduct necessary utilization reviews to determine eligible coverage.

Please let me know if you have any concerns or questions about any of the above.

Name

Date

Name

Date

William D. Lax, Ph.D., ABPP
Vermont Licensed Psychologist-Doctorate #188
New Hampshire Licensed Psychologist #892
Certified Emotionally Focused Couple Therapist
Board Certified in Couple and Family Psychology,
American Board of Professional Psychology

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CLIENT INFORMATION

Name: _____ Telephone : _____ Work: _____

Address: _____ Home: _____

City: _____ Cell: _____

State, Zip: _____ Email: _____

Date of Birth: _____

Marital Status: _____ Spouse/Partner’s name: _____

Is it okay to leave a message on your phone? Yes: _____ No: _____

Referred by: _____ Name of *healthcare provider*: _____

Permission to contact your *healthcare provider*: Yes: ___ No: ___

Permission to update *healthcare provider* on treatment progress: Yes: ___ No: ___

Name and Phone number of *Emergency Contact Person*: _____

PRIMARY INSURANCE

Name on card: _____ Date of Birth: _____

Insurance: _____ ID#: _____

Group #: _____

Co-Payment: _____ Deductible: _____

SECONDARY INSURANCE

Company: _____ ID#: _____

Group #: _____

Co-Payment: _____ Deductible: _____