

# Consent For Treatment & Notice Of Business Policies And Privacy Practices (HIPAA)

This document contains important information related to my professional services and business policies. Questions related to this agreement can be discussed at any time. When you sign this document, it will represent an agreement between us. The information provided herein regarding my policies for protecting the privacy of confidential medical information is provided as required by law.

## **Psychological Services**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular issues that you bring forward. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to consider the things we talk about both during and between our sessions.

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. You may feel worse at the end of the session than when you started. On the other hand, psychotherapy also has benefits for people who go through it. Therapy often leads to better functioning, healthier relationships, solutions to specific problems, reduced feelings of distress, an increased quality of life, and even the ability to thrive.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation period, I will be able to offer you some initial impressions of how our work together would be helpful and some of the difficulties that we would address if you were to decide to continue with therapy. You should evaluate this information along with your own impressions of whether you feel comfortable working with me. Therapy involves a significant investment of time, money, and energy, so please think carefully about making this commitment. If you have questions or concerns about our work together, we can discuss them whenever they arise; it is important for us to discuss your concerns and attempt to address them directly. If you decide at any time that our work together is not satisfactory, I would be happy to help you determine the best course of action to take. Sometimes it simply is a tweaking of the treatment but it may also be ending the relationship and referring you to another professional. Discussing the matter is the initial best step.

## **Sessions**

I normally conduct an initial evaluation that could last from 1 to 3 sessions. During this time, we can both decide if I am the best person to provide the services that you need. If we decide to work together in psychotherapy, I will typically schedule one 50 to 60-minute session per week at a time we agree upon. Once an appointment is scheduled, you will be expected to pay for it on the day of service unless you provide 24 hours advance notice of cancellation.

## **Professional Fees**

The initial session fee is \$190 and each follow-up session fee is \$165. I also offer a reduced fee if needed. We can discuss the reduced fee if we have not already done so. The reduced fee will be reviewed approximately every six months to discuss if it's meeting your needs and could be reduced or increased. Group fees are based on the specific group. In addition to regular appointments, I charge this amount for other professional

services you may need, though I will break down the hourly cost if I work for periods of less than one hour. There will be an extra charge for going to another location for services.

Other services may include report writing, extended telephone conversations, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. This fee may increase and you have the right to discontinue services if you do not wish to pay more.

Regarding legal matters, I do not write reports, I do not testify, I do not give depositions. I do not participate in anything court related. If you are or become involved in legal proceedings where I am court ordered, you will be expected to pay for my time, even if your opposing party requires my time. I charge \$225 per hour for professional services I am asked or required to perform in relation to your legal matter. This may include transportation to and from. I also charge a copying fee of \$.35 per page plus time spent (\$165/hr) for records requests. Requests must be made in writing.

### **Missed Appointments**

Your appointment time is reserved specifically for you, I do not double book appointments. If you call less than 24 hours before your appointment to cancel, it will be considered a "late cancel" and you will be charged \$100. If you reschedule your appointment in the same week, there may not be a charge. If you call two hours or less before your appointment to cancel, or if you miss your appointment entirely, it will be considered a missed session and there is a \$165 fee, the same fee as attending the session. Sometimes participating in therapy is challenging and it is easier to avoid it, even unconsciously. It is vital to show up for yourself. If you are feeling too challenged and notice that you are struggling with showing up for yourself, please discuss this with Dr. Dilley. She may be able to adjust the therapy or treatment plan so that it feels more approachable. Also, the concept that it is challenging may become a treatment goal itself, this is a common occurrence.

I understand that people get sick and may be contagious. I will not charge you a late cancel fee if you inform me the day of your appointment that you must stay home and telepsychology is not your preference that day. However, mind and body work together and if you are experiencing more than a true cold, flu virus or covid, you will be responsible for paying the late cancel fee. Symptoms can increase, whether physical or emotional, and lead us to not want to participate in therapy, however, your therapy is one of the solutions to your feeling healthier, less distressed, and more able-bodied. An example of this is more chronic pain is not a reason to skip therapy, nor is being too tired. If there is a family emergency, I will likely not charge you at all for missing the appointment, whether you notified me that day or not. If this policy is abused or mishandled, it may be a topic for discussion, made part of your treatment plan, or cause for discharge and you will be referred to another provider, if needed.

### **Billing and Payment for Services**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when such services are requested. You have the option to pay online or in session, which ever is more convenient for 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 the payment. This may involve hiring a collection agency or going through small claims court. In most collection situations, the only information I will release regarding a patient's treatment is their name, the dates, times, and nature of services provided, and the amount due.

### **Insurance Reimbursement**

Please note that all payments for services are due at the time of service, in full. I am considered Out Of Network (OON) for all insurance policies. I am happy to give you a statement of payments that you can submit to your insurance company. If you submit this statement to your insurance company, please note that I will be required to provide a clinical diagnosis. This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. You understand that if you submit your statement, you are willingly sharing diagnostic information and dates of psychotherapy.

### **Contacting Me**

I am often not immediately available by telephone. In addition to my private practice, I have other clinical and professional responsibilities at other locations. While I am usually working Monday through Saturday morning, I will not answer the phone when I am with a client. When I am unavailable, my telephone will roll over to a HIPAA compliant voicemail system that I monitor frequently. I will make every effort to return your call as soon as possible, and typically within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. I use texting for administrative purposes only, more detailed information is given in the Electronic Communication Policy.

### **In emergencies you can contact 988 (national) or the following:**

Greater Lafayette Crisis Line (call or text):	765-742-0244	mhawv.org
American Foundation for Suicide Prevention	1-800-273-8255	asp.org
National Suicide Prevention Lifeline	1-800-273-TALK (8255)	suicidepreventionlifeline.org

Please note that I do not provide crisis counseling, meaning that I am not immediately available to help you outside of your appointment time. I will always return your phone call or text but it may be a day or two later. Additionally, there are more resources on my website [www.dawndilleyphd.com/crisis-and-emergency-help](http://www.dawndilleyphd.com/crisis-and-emergency-help) for different groups such as LGBTQAI+ and Black and African Americans.

### **Professional Records and Confidentiality**

#### **How The Information In Your Record Is Utilized**

My policies regarding your privacy are followed by all persons associated with my practice, including outside companies and online services. The laws of Indiana and the standards of my profession require that I keep treatment records. The information in your medical record is utilized in a number of ways. I use it to plan your treatment and keep a record of the significant issues that we address in treatment. I also use the information to coordinate your treatment with other professionals or to provide information to significant others or family members; information is only provided to those whom you have given me permission in writing to communicate with regarding your treatment.

For patients under eighteen years of age, please be aware that the law may provide parents the right to examine certain treatment records. It is my policy to request an agreement from parents that they agree to give up access to minor patient's records. If they agree, I will provide them only with general information about the treatment, unless I feel there is a high risk that the minor patient is facing serious jeopardy or harm. In that case, I will notify parents of my concern. Before giving parents any information, I will discuss the matter with



the minor patient, if possible, and do my best to handle any objections the minor patient may have with what I am prepared to discuss.

*In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission.*

### **Exceptions To Your Confidentiality**

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some legal proceedings, a judge may order my testimony if they determine that the issues demand it, and I must comply with that court order. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if they determine that the issues demand it.

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 patient's treatment. For example, if I believe that a child, a person over age 65, or a disabled person is being abused or mistreated, I may be required to file a report with the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm themselves, I may be obligated to seek hospitalization for them or 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.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. Ordinarily, I will not tell you about these consultations unless I believe that it is important to our work together.

If a situation occurs that requires that I share information without your written permission, I will make every effort to fully discuss it with you before taking any action. In order to release any information to another party, I will ask that you sign an *Authorization to Release Information* form. You may revoke your *Authorization* at any time.

Although this written summary of exceptions to confidentiality is intended to inform you about potential issues that could arise, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you and provide clarification when possible. However, if you need specific clarification or advice I am unable to provide, formal legal advice may be needed, as the laws governing confidentiality are quite complex and I am not an attorney.

### **Your Rights Regarding Information In Your Medical Record**

#### **Right to Inspect and Copy**

You are entitled to receive a copy of your medical record unless I believe that receiving that information would be emotionally damaging. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. If you wish to see your records or receive a copy of your records, I require written notice to that effect, and I would expect to discuss your request with you in person. If I deny you access to your records, you can request to speak with an independent colleague of mine about your request.

Your request for independent review of your request should also be made in writing. If you are provided with a copy of your medical record information, I will charge a fee for any costs associated with that request.

#### **Right to Amend**

If you believe that the information I have about you is incorrect or incomplete, you may ask me to amend that information. It is my practice to accept this sort of request in writing, and that any information you may wish to add to your record also be provided to me in written form.

#### **Right to an Accounting of Disclosures**

You have the right to request an "Accounting Of Disclosures." This is a list of the disclosures I have made of medical record information. This request must be made in writing.

#### **Right to Request Restrictions**

You have the right to privacy, and to request a restriction or limitation on the health information we use or disclose about you for treatment, payment or health care operations. As noted above, I will not release your confidential information without your written permission. Any restrictions to your Authorization To Release Information should be specified on the Authorization.

#### **Right to Request Confidential Communications**

You have the right to request that I communicate with you only in certain ways. For example, you can ask that I not leave a telephone message for you, or that I only contact you at work or by mail. These requests can be specified in the Electronics Communication Policy form.

#### **Complaints Regarding Privacy Rights**

If you believe your privacy rights have been violated, you may file a written complaint with me, or with an independent colleague of mine, or with the Indian Attorney General at 1-800-382-5516 or 317-232-6330 and online at [www.in.gov/attorneygeneral/consumer-protection-division/consumer-complaint/](http://www.in.gov/attorneygeneral/consumer-protection-division/consumer-complaint/). You will not be penalized for filing a complaint.

You have the right to a paper copy of this document, and you will be offered one when you sign the original for your medical record. I reserve the right to change my policies as outlined herein. If they change, you will be informed of that change and will be provided with a copy of the current document if desired.

## **Electronics Communication Policy**

In order to maintain clarity regarding our use of electronic modes of communication during your treatment, I have prepared the following policy. This is because the use of various types of electronic communications is common in our society, and many individuals believe this is the preferred method of communication with others, whether their relationships are social or professional. Many of these common modes of communication, however, put your privacy at risk and can be inconsistent with the law and with the standards of my profession. Consequently, this policy has been prepared to assure the security and confidentiality of your treatment and to assure that it is consistent with ethics and the law. If you have any questions about this policy, please feel free to discuss this with me.

#### **Phone Calls and Texting**

I use a HIPAA compliant phone and text application that ensures that all phone calls and texts coming from me are private, confidential, and secure. It is called Spruce Health. This app is available to use on your smartphone, too, and can increase the privacy and security for phone calls and texts that we exchange. You do not have to use this, it would simply be an added protection. You will need an account requiring a username and password.

### **Email Communications**

I prefer to not use email because it is not a secure and private means to communicate. However, I can use email communication with your permission for the sole purposes of scheduling and administrative tasks. Please do not send confidential documents via email such as medical reports, assessments, payment account information, or signed forms. Additionally, I do not do therapy over email. If you send me a message about anything personal such as events, feelings, thoughts etc., I may not respond or I will respond minimally and encourage you to bring up the topic in your next session. This is to maintain your confidentiality and privacy.

### **What is ok to discuss using these different means of communication?**

Texting and email are only for administrative purposes such as setting and changing appointments, billing matters and other related issues. Please do not text or email me about clinical matters because email is not a secure way to contact me and I may not respond. If you need to discuss a clinical matter with me, please feel free to call me so we can discuss it on the phone or wait so we can discuss it during your therapy session. The telephone or face-to-face context simply is much more secure as a mode of communication. Additionally, a lot can be misunderstood using words only. If you have a clinical question (about your treatment or a specific situation), you may also write it down so that you can remember to discuss it in your next session.

### **Social Media**

I do not communicate with, or contact, any of my clients through social media platforms like Instagram and Facebook. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you. I participate on various social networks and I have a professional Instagram and Facebook account. If you have an online presence, there is a possibility that you may encounter my professional Instagram account or my personal account.

*If you encounter my personal account, please discuss it with me during our time together. I believe that any communications with clients through social media have a high potential to compromise the professional relationship. In addition, please do not contact me in this way. I will not respond and will terminate any online contact no matter how accidental.*

*If you encounter my professional Instagram or Facebook account or any other professional social media accounts, I invite you to follow me, like me, repost, and engage with the page. I may not respond, however, to any comments, likes, flags or other means of communicating on the platform. I will not opt to follow you, engage with you, repost or like your own content. I am maintaining a professional boundary and do not want to compromise the therapeutic relationship. Setting this boundary is out of respect for your privacy and respect for my business and personal life. If you have questions about this, please let me know.*

*Content on my professional social media platforms may be used to help your mental health however, it should not be used in place of your therapy sessions. Additionally, content is not intended for any specific individual.*

### **Websites**

I have a website that you are free to access. I use it for professional reasons to provide information to others about me and my practice. You are welcome to access and review the information that I have on my website and, if you have questions about it, we should discuss this during your therapy sessions.

### **Web Searches**

I will not use web searches to gather information about you without your permission. I believe that this violates your privacy rights; however, I understand that you might choose to gather information about me in this way. In this day and age there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that person and some of which may be inaccurate or unknown. If you encounter any information about me through web searches, or in any other fashion for that matter, please discuss this with me during our time together so that we can deal with it and its potential impact on your treatment.

Moreover, some clients review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments because of confidentiality restrictions. If you encounter such reviews of me or any professional with whom you are working, please share it with me so we can discuss it and its potential impact on your therapy. If you wish to rate me on a website, please discuss it with me beforehand, whether the rating is good or bad, because there may be issues that can be resolved or biases that can be addressed.

### **Artificial Intelligence Usage**

Artificial intelligence (AI) is imbedded in many programs and software these days (for example, using the spam filter in your email). To the extent that I am able to monitor the use of AI, I will, in order to follow HIPAA requirements. When I am able to establish a Business Associate Agreement (BAA), I will. A BAA is a contract whereby a company agrees to inform me if there is a breach in confidentiality, security or privacy of personal information. In instances where I do not have a BAA established, I will not use identifying information. For example, Apple Inc. will not offer BAAs and therefore, I will not use the cloud to store client information. There may be instances where AI is used and I am not aware of it and therefore, there is a very slim possibility that personal information may be transferred. For example, my email uses a spam filter that is based on an algorithm (AI) and sometimes, personal information may be gathered when a potential client/client emails me. This is why I discourage people from using email to communicate with me. I will continuously update my policies regarding AI in order to safeguard client information to the best of my ability.

I will not sell your data

### **Discontinuing Therapy**

The broad goal at the start of therapy is to no longer need it. Ending psychotherapy, also called terminating, is a process than may take five minutes or an entire year. There are healthier ways to terminate therapy and ways that may reinforce the issue that you sought therapy for in the first place. Therapy is a relationship between us and like any relationship, it can be ended wholely, supportively, and with healthy boundaries. I encourage you to talk about your wish to end therapy throughout our relationship so it does not end abruptly, through a text, or by missing sessions (ghosting). Sometimes this can be a difficult conversation and that is ok.

Please proceed to the next page to sign.



**Please list your preferred means of communication:**

Phone: \_\_\_\_\_

OK to leave a message? \_\_\_\_\_ Yes \_\_\_\_\_ No

OK to TEXT this number with administrative details? \_\_\_\_\_ Yes \_\_\_\_\_ No

Alternate Phone: \_\_\_\_\_

OK to leave a message? \_\_\_\_\_ Yes \_\_\_\_\_ No

OK to TEXT this number with administrative details? \_\_\_\_\_ Yes \_\_\_\_\_ No

Email: \_\_\_\_\_

OK to EMAIL this address with administrative details? \_\_\_\_\_ Yes \_\_\_\_\_ No

**Your signature below indicates that we have reviewed the information, that you have received a copy of the document, and that you agree to abide by its terms during our professional relationship. You are always welcome to ask questions. With your signature you are giving me permission to provide you with my professional services as a psychologist.**

Signature 1: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

(if needed)

Signature 2: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Psychologist Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_