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## INFORMED CONSENT

Welcome to my practice. I appreciate your considering me as a resource at this time in your life. I consider myself fortunate to be a mental health professional that you and many others, including most insurance companies, consider as a qualified, credentialed provider.

This brochure answers some questions clients often ask about any therapy practice. It is important to me that you know how we will work together. I believe our work will be most helpful to you when you have a clear idea of what we are trying to do.

After you read this brochure we can discuss, in person, how these issues apply to your own situation. This brochure is yours to keep and refer to later. Please read all of it and mark any parts that are not clear to you. Write down any questions you think of, and we will discuss them at our meeting. When you have read and fully understood each page of this brochure, I will ask you to initial it and then sign at the conclusion of the document as well. I will make a completed copy for you so we each have one.

### **About Therapy**

Because you will be putting a good deal of time, money and energy into therapy, you should choose a therapist carefully. I strongly believe you should feel comfortable with the therapist you choose, and hopefully about the therapy. When you feel this way, therapy is more likely to be very helpful to you. Let me describe how I see therapy.

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This foundation helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is *your* therapy. In that context, it is my hope to assist you in the achievement of your goals that you have created in accordance with the values by which you wish to live your life. There are, however, certain limitations to those rights that I am ethically responsible to inform you about. In addition, as a therapist, I have corresponding responsibilities to you. I will discuss both in the sections below.

### **Risks and Benefits of Therapy**

Like with any powerful treatment, there are some risks as well as many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that clients will, for a time, experience uncomfortable levels of sadness, guilt, anxiety, anger, loneliness or other painful feelings. Some clients may recall unpleasant memories. These feelings or memories may bother you at work, school or in your personal life. Some people may encounter negative feelings towards those who seek therapy. Changes that someone in therapy makes can be scary and sometimes disruptive to the relationships you already have. Family “secrets” may come forth and change the dynamics in a relationship. In the process of being courageously

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addressed, therapy may create a context within which latent issues or conflicts emerge that may result in healthy outcomes or may result in more overt conflict, and even possibly divorce.

In therapy, major life decisions are sometimes explored and made, including decisions involving separation with families, modification of the dynamics within relationships, changing employment settings or life-styles. These decisions are legitimate and common areas explored in the context of treatment. As your therapist, I will be available to discuss any of your assumptions, problems or possible negative side effects in our work together.

Frequently, these heightened challenges can be expected as people are making important changes in their lives. Finally even with our best efforts, there is a risk that therapy may not work out well for you, although most who take these risks find that therapy is helpful. Remember, you always retain the right to request changes in treatment or to refuse treatment at any time.

### **About Me and My Approach to Therapy**

- In my capacity as an independent Psychologist in private practice for myself, I am neither an employee of, nor supervised by Mid-Valley Professional Services Corp. (MVPSC)
- MVPSC is a Business Associate with whom I contract to provide support services and office space for my independent practice. MVPSC makes no representation about my knowledge, skills, or abilities to provide mental health services.
- The values that I bring to my treatment orientation include a conviction that it is important to take ownership for one's choices, to live in accordance with one's values and to recognize that one is not ultimately defined by circumstances.
- When I engage in relationship therapy, I view my primary obligation to the mental, emotional, physical and spiritual health of the individual rather than the perseveration of the relationship in its present form, if the two are in conflict.
- Therapy does require an investment of your time and energy in order to make the process of therapy most likely to be successful. After reviewing the material in this handout with you, I start the process with an evaluation of your needs. Then, we will develop and discuss a treatment plan in accordance with your goals and aims, after which we participate in a collaborative therapeutic process to assist you towards accomplishing your goals.
- My approach to therapy is drawn from many influences, with significant elements of cognitive behavioral therapy, Acceptance and Commitment Therapy, relational systems perspectives and existential therapy, and for those for whom it is important, spiritual integration. I often recommend behavioral assignments, including reading, as an extension of that which is done during the therapy hour.
- The processes I use are likely to include dialogue, interpretation, cognitive reframing, awareness exercises, self-monitoring experiments, visualization, journal-keeping, and reading books. If I propose a specific technique that may have special risks attached, I will inform you of that, and discuss with you the risks and benefits of what I am suggesting.
- Since I am not a physician and do not prescribe medications, I may also suggest that you consult with a physical health care provider regarding medical treatments that could help your problems.

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- I may also suggest that you get involved in a therapy or support group as part of your work with me. If another health care person is working with you, I will need a release of information from you so that I can communicate freely with that person about your care. Of course, you have the right to refuse anything that I suggest.
- By the end of our first or second session, I will tell you how I see your case at this point and how I recommend we should proceed. I view therapy as a partnership between us. You define the problem areas to be worked on. Then, with my knowledge, skills, abilities and care, I will do what I can within the scope of professional ethics and boundaries to help you achieve the goals you bring to therapy.
- You normally will be the one who decides when therapy will end, with three exceptions.
  - If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract.
  - If I am not able to help you, because of the kind of problem you have or because my training and skills are in my judgment not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs.
  - If you do violence to, threaten (verbally or physically), or harass me, the office, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you suggestions for other sources of care, but cannot guarantee that they will accept you for therapy.

### **What to Expect from Our Relationship**

As a professional, I will use my best knowledge and skills to support you in achieving healthy outcomes for your efforts. I will follow the ethics and standards of the American Psychological Association (APA). Intended to protect you, the APA puts limits on the relationship between a therapist and a client, and I will abide by these. Let me explain these limits, so you will not think they are responses related to you personally.

Specifically, that means that as your therapist I will refrain from multiple relationships with you if there is any possibility that it could impair my objectivity, competence or effectiveness in performing my role with you as your psychologist. I will not engage in any role with you that might reasonably risk exploitation or harm to you as my client. Accordingly, it is never appropriate for me or any therapist, to have a sexual or romantic relationship with any present or former client. For the same reason, it is unethical for a therapist to have a business relationship with a client, other than the therapeutic one.

State law, the Ethical principles the APA and my own values require me to keep what you tell me confidential (private). You can trust me not to tell anyone else what you tell me, except in certain limited situations. I will discuss these in the “About Confidentiality” section. Here I want to explain that I try not to reveal who my clients are. If we meet on the street or socially, I will not relate to you in a way that communicates our confidential relationship unless you choose to acknowledge its existence.

### **Referral, Consultation and Emergency Coverage**

If you could benefit from a treatment I cannot provide, I will do what I can to help you to get it. You

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have a right to ask me about other such treatments, along with their risks and benefits. Also, I may occasionally seek consultation from a peer professional, preserving your confidentiality in the process, unless I have requested a specific authorization to release protected health information from you.

If for some reason therapy is not moving in the direction you had expected, I invite you to discuss the matter with me. I, in turn, will broach the issue with you should I think that is a possibility. My greatest concern is your achieving growth in health and maximizing the prospects for achieving your goals.

I am away from the office several times in the year for extended vacations or professional activities in court. I will tell you well in advance of any lengthy absences, or as soon as I am aware that a scheduling conflict has arisen. I have 24-hour on-call coverage that is available for messages or assistance, if needed, after office hours. I belong to a group of mental health professionals who provide emergency coverage in my absence. As always, if you are experiencing a crisis and are unable to reach me or a level of care to insure that you remain safe through your crisis, you should immediately **contact 911 or the Psychiatric Crisis Hotline at 503-561-5791.**

### **About Confidentiality**

I abide by the laws and ethical principles that govern privilege, confidentiality and your privacy, consistent with the enclosed Notice of Privacy Policy, Oregon and Federal law. There are many provisions of HIPAA that relate to your privacy and I also ask you to sign that you have received and understand those provisions contained in the Notice of Privacy Policy.

I will treat with great care the information you share with me. It is your legal right that our sessions and my records about you are kept private. That is why I ask you to sign an Authorization for the Release of Protected Health Information before I can talk about you or send my records about you to anyone else. I won't even reveal that you are receiving treatment from me.

I will act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you choose, and you can change your mind and revoke that permission at any time, although it is not retroactive to information shared with your authorization prior to that revocation.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically, it will be done with reasonable safeguards to insure confidentiality.

If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment

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record.

**The following are legal exceptions to your right to confidentiality that I want you to be aware of in advance. Please keep these exceptions in mind before you choose to approach any of these areas. It is helpful to revisit the implications of such disclosures before we actually discuss the specific information.**

- If I have good reason to believe that a client is planning to harm another person, I must attempt to inform that intended victim to warn him or her of these intentions. I must also contact the police and ask them to protect that intended victim.
- If I have good reason to believe that a client is presently abusing or neglecting a child or vulnerable adult, I must inform appropriate authorities. It is my policy to also reserve the option to report previously unreported child sexual abuse by a client when revealed in the context of therapy.
- If I believe that a client is in imminent danger of harming him or herself, I may legally break confidentiality and call the police or the local crisis center. If possible, I would explore all other options with the client before I took this step. If at that point a client was unwilling to take steps to guarantee his or her safety, I would call the appropriate parties to insure that safety.

**There are a few other circumstances wherein confidentiality is not protected or you will be routinely asked by other agencies or parties to authorize release of your records.**

- If you were sent to me by a court or an employer for evaluation or treatment, the court or employer frequently expects some type of report from me, depending on the situation. If this is your situation, please talk with me before you tell me anything you do not want the court or your employer to know, although imposed limitations may affect my ability to perform my role. You do have the right to tell me only what you are comfortable with telling.
- If you are suing someone and claim mental health damages, then your therapy records will be able to be obtained in discovery by the defense. Although I will do what I can to protect your privacy and the confidentiality of records, in some cases, a judge may over-ride my efforts and order me to produce your therapy records.
- If you have filed a worker's compensation claim, applied for life insurance or for Vocational Rehabilitation services, records or information from your file are routinely requested upon your authorization.

### **Couples or Family Therapy and "Collateral Participants"**

In the event that you choose to participate in couples or family therapy, at the outset I will clarify with you and the other participant(s) who is the client and the relationship I will have with each person. It is possible that both of you might be the client in couples therapy, or that one of you is the client and the other enters the therapy in a supportive role. For purposes of clarification, any person who is not the client is referred to as a collateral participant. This clarification will include my role as your psychologist and the probable uses of the services provided or the information obtained. Without the agreement of all adult parties in the session, I will not be able to disclose information about the contents of that which was discussed in those shared sessions.

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Although it may be hard to contemplate at this point, in some cases people involved in couples therapy may, at some future time, become involved as adversaries in legal settings involving such issues as custody disputes and/or divorce. Because the principles that guide my involvement with clients include advancing the mental health of my clients and taking care to do no harm, I will do my best to re-clarify or modify my role in view of significantly changing circumstances. That may even include serious consideration of the option of withdrawing from my role should that be the most appropriate course of action.

- If you request someone to attend a therapy session with you, that is an option. However, only an identified patient/client will have a separate chart kept, be afforded the rights of a patient, and have a diagnosis.
- In the event that the other person is not a patient/client, then that person is considered a *collateral participant*. He/she will sign an outpatient services agreement for collateral participants that will be filed in the client's chart.
- A "collateral" participant may discuss their own problems in therapy, especially as it related to issues with the identified client.
- I may recommend formal therapy of another type with another provider for either a collateral participant, if it appears that person is in need of mental health services, or, the client, if another additional form of therapy is clinically indicated.
- In those cases, it is my over-riding policy to refer the individual to another clinician for treatment in these types of situations. This is because my seeing two members of the same family unit may result in a dual role that potentially might cloud my objective judgment. Making a referral prevents that from happening. Another reason for such referrals is because it insures that my primary focus stays on the primary task of treatment for the original identified concern. Any exceptions to this policy would be rare. They would be discussed thoroughly with the parties involved, review the risks and benefits surrounding that decision and documented with signatures by those involved.
- If insurance is not being billed, and the first therapeutic contact is with both parties, such as in marital or even family therapy, those involved are considered to each be the client and hold the privilege.
- If you and your partner decide to have some individual sessions as part of couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and will be open for full review or discussion in joint sessions. The risks and benefits of this option will be discussed prior to doing it. In marital or family therapy, if one is ill, the appointment should be cancelled. If the party who is unable to attend wants the meeting to go on, I would need a signed statement to that effect that I will file. **Please do not tell me anything you wish kept secret from your partner.** I will remind you of this policy before beginning such individual sessions.

### **Healthy Professional Boundaries**

I will treat you with respect and honor your physical boundaries at all times. Dating or sexual contact between client and therapist in any place or at any time, now or in the future, is wrong, unethical and an abuse of trust and power in therapeutic relationships such as this.

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**Protected Health Information (PHI)**

I keep therapy and financial records (PHI) for all clients I serve. In the therapy records, I record the type of services provided, the interventions that took place, and topics that we discussed. Under the provisions of HIPAA, you have the right to request a copy of your PHI with few exceptions related to personal safety. In such cases, there exists a provision to appeal a denial of access to records. There are HIPAA provisions to amend any PHI that you believe to be in error. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your PHI in a secure location that cannot be accessed by anyone other than me and those support staff at MVPSC (Business Associate).

**Diagnosis**

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the **DSM-IV**; I have a copy in my office and will be glad to assist you in learning more about your diagnosis. It may be the case that a diagnosis will be considered by insurance underwriters as a reason to delay or decline your future possible request for insurance.

**Other Rights**

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

**Your Responsibilities as a Therapy Client**

You are responsible for coming to your session on time and at the time we have scheduled. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than twenty-four hours notice, you must pay for that session at our next regularly scheduled meeting. I cannot bill these sessions to your insurance. The only exception to my not charging for a missed appointment without 24-hour cancellation is if you would endanger yourself by attempting to come (for instance, driving on icy roads without proper tires) or had developed a personal or medical crisis, in which case I may waive some portion of the regular fee. I expect that you will immediately notify my office in such cases.

**Insurance and Managed Health Care**

If you have insurance, you are responsible for providing me with the information I need to send in your bill. You are ultimately responsible to know the terms of your health plan and what your deductible and co-pay is prior to your first session. Sometimes our staff can assist you in clarifying these issues. In addition, you will be responsible to pay your deductible at the beginning of each calendar year if it applies and any co-payment at the time it is due.

If your therapy is being paid for in full or in part by a managed care firm, or other third party payer,

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there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use medication if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their network rather than me, if I am not on their list. Managed care organizations also usually require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file. I do not have control over any aspect of their rules. However, I will do all that I can to maximize the benefits you receive by filing necessary forms and gaining required authorizations for treatment, and assist you in advocating with the insurance company, as appropriate. However, my office does not accept responsibility for collecting disputed or unpaid claims by the insurance company; those responsibilities are yours.

If an insurance check is mailed to you, you are responsible for paying me that amount at the time of our next appointment. If the insurance overpays me, that overpayment will be refunded to your insurance company.

I am not willing to have clients who do not pay consistently and promptly. Ethical considerations preclude me from accepting barter for therapy. Although I have no reason to assume it would come to this, in the event you do not meet your financial obligations, after reasonable attempts to work with you to collect the balance due, it is my policy to engage a collection agency.

**Medicare**

I am not a Medicare provider. Because of that, Medicare will not allow me to bill them for your claims, even with the intent of billing your secondary insurance. You have the choice to pay privately or find a Medicare provider to serve you.

**Complaints**

If you're unhappy with what's happening in therapy, or have reason to believe that I have acted in an unethical or unprofessional manner, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the Oregon Board of Psychologists Examiners, 3218 Pringle Rd. SE, Suite 130, Salem, Oregon 97302 (503-378-4154). You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.

**Emergency Contact Information**

In case of emergency, please specify who you designate to be contacted:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Relationship of this person to client: \_\_\_\_\_

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**Client Consent to Psychotherapy**

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, understand and agree to all of the provisions contained herein. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. I agree to pay the stated fees according to the policy stated above. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Adam Fenske, PsyD. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Dr. Fenske.

Printed Name of Client: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_

I have reviewed with this client all terms in the Informed Consent Form:

Signature of therapist: \_\_\_\_\_ Date: \_\_\_\_\_

Read and acknowledged by \_\_\_\_\_ (Initials)