

Jerry M. Ruhl Ph.D.

Clinical Psychologist (Colorado #4214, Texas #34359) **948 North St. #5, Boulder, CO 80304**

CELL (937) 684-7746 PLEASE USE THIS NUMBER TO SCHEDULE OR CHANGE APPOINTMENTS

INFORMED CONSENT FOR TREATMENT

I, the undersigned, do hereby voluntarily consent to evaluation, recommendation, and/or treatment by Jerry M. Ruhl, Ph.D.

I am aware that the practice of psychotherapy or counseling is not an exact science and that the predictions of the effects are not precise nor guaranteed. I acknowledge that no guarantees have been made to me regarding the results of treatment or procedures by this therapist. Further, I understand that evaluation and treatment will involve discussion of personal events in my own history which, at times, can be discomforting and is at times very personal. Participation in psychotherapy requires effort on my part, honesty, and openness to change in order to influence experience, including thoughts, feelings and behaviors. There is no guarantee that therapy will yield intended results. In a professional relationship (such as psychotherapy), sexual intimacy between a therapist and a client is never appropriate. Within a reasonable time after the initiation of treatment Dr. Ruhl will discuss with each client his working understanding of the problem, therapeutic objectives, and his view of possible outcomes. Don't hesitate to bring up questions or concerns at any time during treatment.

I am aware that I may terminate my treatment at any time without consequence, but that I will remain responsible for payment for services that I have received. I may also at any time seek a second opinion. If clients need to contact Dr. Ruhl between sessions, please leave a message at the supplied numbers and calls will be returned as soon as possible. After regular business hours (9 a.m. to 5 p.m.) clients can call 911 for emergency assistance.

Dr. Ruhl's current fee is \$140 (50-minute session) and \$200 (90-minute session). Dr. Ruhl is not a member of any HMO or PPO networks or specific insurance plans. Telephone conversations, report writing, and other consultation will be charged at the standard hourly rate. Professional services are rendered and charged to the client and not to the client's insurance company. Dr. Ruhl will provide a copy of receipts on a monthly or quarterly basis which can be submitted by the client to the client's insurance company for reimbursement. Not all issues/conditions which are the focus of psychotherapy are reimbursed by insurance companies. It is the client's responsibility to verify specifics of coverage.

I am aware than any cancellations of appointments must be made at least 24 hours in advance of the scheduled appointment. If I cancel less than 24 hours in advance or do not show up for my

appointment, I understand that I will be charged the regular fee for the session. I am further aware that payment is due at the time that services are rendered. If I do not provide payment for the services that I receive, this may be reported to a collection agency and my treatment may be discontinued by this therapist. In such a situation, this therapist will provide referrals to other professionals.

Dr. Ruhl is a licensed clinical psychologist, (Texas #11498). He completed his Ph.D. at Pacifica Graduate Institute in Carpinteria, CA. Dr. Ruhl practices a variety of methods of treatments and can explain what techniques will be used.

Generally speaking the information provided by and to a client during therapy sessions is legally confidential and is released to other parties only with the client's written consent. The laws of the State of Texas provide for the disclosure of this confidential information to others without the client's consent in some very specific circumstances. These situations include the following:

- If a client is under the age of 18 parent(s) or legal guardians(s) may have access to a client's records and may authorized their release to other parties.
- If a client is determined to be in imminent danger of harming themselves or someone else.
- If the client discloses the abuse or neglect of children, the elderly, or disabled persons.
- To qualified personnel for specific program audits or evaluations.
- To individuals, corporations, or governmental agencies involved in paying or collecting fees for services.
- If a court subpoenas the therapist to testify about the client.
- In legal or regulatory actions against a professional.
- In proceedings in which a claim is made about one's physical, emotional, or mental condition.
- When disclosure is relevant to any suit affecting the parent-child relationship. This includes divorce and child custody deliberations.
- When otherwise legally required.

If clients place their mental status at issue in litigation initiated by the client, the defendant may have the right to obtain psychotherapy records and/or testimony. Disclosure of confidential information may be required by health insurance carriers or HMO/PPO/MCO/EAPs in order to process claims. It is the patient's responsibility to file insurance claims. Dr. Ruhl will provide necessary information, such as diagnostic codes and dates of treatment, required by insurance carriers. He has no control or knowledge over what insurance companies do with the information or who has access to the information once released to said companies.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters that may be of a confidential nature, it is agreed that should there be legal proceedings neither the client nor the client's attorneys, nor anyone else acting on the client's behalf will call on Dr. Ruhl to testify in court or at any other proceeding, nor will a disclosure of the treatment records be requested.

Mediation and arbitration: All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be discussed with Dr. Ruhl. If, after a client has discussed his or her concerns, and a conflict remains, the dispute will be referred to mediation before, and as a pre-condition of the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Ruhl and the client. The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement shall be submitted to and settled by the Texas State Board of Examiners of Psychologists, 333 Guadalupe, Suite 2-450, Austin, TX 78701, (512) 305-7700, in accordance with the rules of the Board and the American Psychological Association which are in effect at the time the demand for arbitration is filed.

Dr. Ruhl also conducts dream coaching via the internet, and such work is not a substitute for in-person psychotherapy. For distance sessions by phone, Skype, or other electronic media, full confidentiality cannot be assured. Client agrees to such sessions knowing the content is not encrypted.

Electronic 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.

Email Communications

I use email communication and text messaging only with your permission and only for administrative purposes unless we have made another agreement. That means that email exchanges and text messages with my office should be limited to things like setting and changing appointments, billing matters and other related issues. Please do not email me about clinical matters because email is not a secure way to contact me. 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.

Text Messaging

Because text messaging is a very unsecure and impersonal mode of communication, I do not text message to nor do I respond to text messages from anyone in treatment with me. So, please do not text message me unless we have made other arrangements.

Social Media

I do not communicate with, or contact, any of my clients through social media platforms like Twitter 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.

If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communications with clients online have a high potential to compromise the professional relationship. In addition, please do not try to contact me in this way. I will not respond and will terminate any online contact no matter how accidental.

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.

Recently it has become fashionable for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors 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. Please do not rate my work with you while we are in treatment together on any of these websites. This is because it has a significant potential to damage our ability to work together.

I certify that I have read, or have had explained to me where necessary, fully understand, and agree to the contents of this document.

Signature

Date

HIPPA Notice of Privacy Practices

This notice describes how medical information about you may be used and disclosed, and how you can access this information. Please review it carefully.

1. Uses and disclosures of protected health information
2. Your protected health information may be used and disclosed by your mental health professional, our office staff, and others outside our office involved in your care and treatment for the purpose of providing health care services to you, to pay your health care bills, to support the operation of this practice, and any other use required by law.

Treatment

We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination of your health care with a third party. For example, your protected health information may be provided to a physician to whom you have been referred to ensure that mental health professional has the necessary information to diagnose or treat you.

Payment

Your protected health information will be used, as needed, to obtain payment for your health care services. For example, obtaining approval for services may require that your relevant protected health information be disclosed to your health plan.

Healthcare Operations

We may use or disclose, as needed, your protected health care information in order to support the business activities of this practice. These activities include, but are not limited to, quality assessment activities, employee review activities, licensing, and conducting or arranging for other business activities. We may also call you by the name in the waiting room when we are ready to see you. We may use or disclose protected health information, as necessary to contact you to schedule, confirm, or remind you of your appointments.

We may use or disclose your protected health information in the following situations without your authorization. These situations include: legal proceedings; public health issues as required by law; communicable diseases; health oversight; abuse or neglect; Food and Drug Administration requirements; law enforcement; coroners; funeral directors; organ donation; research; criminal activity;

military activity; national security; and worker's compensation. Under the law, we must make disclosures to you and, when required, to the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of Section 164.500.

3. Your Rights

You have the right to inspect and copy your protected health information.

Under Federal law, however, you may not inspect or copy the following records: psychotherapy notes, information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding; and protected health information that is subject to law that prohibits access to protected health information.

You have the right to request restriction of your protected health information.

This means that you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and the persons to whom you want the restrictions to apply.

We are not required by law to agree to a restriction requested by you. If we believe that it is your best interest to permit the use and disclosure of your protected health information, it will not be restricted. You then have the right to select another healthcare professional.

You have the right to request to receive confidential communication from us by alternative means or an alternative location. You have the right to obtain a paper copy of this notice from us.

You may have the right to have us amend your protected health care information.

If we deny your request for an amendment, you will have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide a copy of any such rebuttal.

You have the right to receive an accounting of disclosures we have made, if any, of your protected health information.

We reserve the right to change the terms of this notice and will inform you in writing, in person, or by mail of any changes. You then have the right to object or withdraw as provided in this notice.

Complaints

You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated. You may file a complaint with us by notifying our privacy contact, Jerry M. Ruhl, of your complaint. We will not retaliate against you for filing a complaint.

In compliance with HIPPA guidelines, this notice became effective on April 14, 2003.

We are required by law to maintain the privacy of, and provide individuals with, this notice of your legal duties and privacy practices with respect to protected health information. If you have any objection to the contents of this form, please speak with us in person or by telephone at our office.

Notice of Privacy Practices Acknowledgement

I understand that, under the Health Insurance Portability and accountability Act of 1996 (HIPPA), I have certain rights to privacy regarding my protected health information. I understand that this information can and will be used to:

1. Conduct, plan, and direct my treatment and follow-up among the multiple healthcare providers who may be involved in that treatment directly and indirectly.
2. Obtain payment from third-party payers.
3. Conduct normal healthcare operations such as quality assessments and professional certification and licensures.

I have received, read, and understand the HIPPA Notice of Privacy Practices containing a more complete description of the uses and disclosures of my personal health information. I understand that this organization has the right to change its Notice of Privacy Practices from time to time and that I may contact this organization at the address above to obtain a current copy of the practices.

I understand that I may request, in writing, that the practitioner restricts how my private information is used or disclosed to carry out treatment, payment, or healthcare operations. I also understand that the practitioner is not required to agree to my request for restrictions, but if he/she does so he/she agrees to be bound by such restrictions.

Client Name: _____

Signature: _____

Date: _____