

Dr. Kenya Malcolm
Licensed Clinical Psychologist
Psychotherapy & Consultation

2505 East Avenue Suite 108
Rochester, NY 14610-3121
(585) 248-8740

919 Westfall Road, Bldg. A
Rochester, NY 14618
www.TheParentingBox.com

CONSENT FOR TREATMENT & PATIENT AGREEMENT

Hello. Welcome to my practice. I am a clinical psychologist who works with children, adolescents, and young adults with a variety of problems. If your situation requires more specialized care, including a consultation for medication, I can refer you to other professionals for appropriate service. Your therapy is an important venture in which you and I (and/or your child/family) work together to identify the sources of problems you are experiencing and to discover any obstacles to resolving those problems. **This document provides information about my professional services as well as my business policies.** If you have questions or concerns about any of the information provided here, I am happy to talk about them with you.

The main office is open from 9:00AM to 4:00PM weekdays with the exception of Wednesdays and most legal holidays. My professional schedule may vary and appointments are made individually. I maintain some evening hours for your convenience.

PSYCHOLOGICAL SERVICES

Emotional and behavioral health treatment is not easily described in general statements. It varies depending on many factors, including the personalities of the patient and psychologist, your early experiences, your life stage, and your goals. There are several different approaches that can be used. Psychotherapy requires an active effort on your part as well as a working relationship among participants in which together we identify the issues you would like to resolve. Thus, our first few sessions will involve an evaluation of your needs (or your child's needs). I will assess if I can be of benefit to you and/or your family. I do not accept patients who I feel I cannot help. In such a case, I will provide you with a number of other professionals that you can contact. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include, a diagnosis, and treatment goals if we agree that treatment will continue. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them as they arise.

Psychotherapy can have both benefits and risks. Since therapy often involves discussing difficult aspects of your life, you may experience uncomfortable feelings (e.g., sadness, guilty, worry) and changes in your behaviors/thoughts. This is a normal part of the therapy process. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful. It often leads to a significant reduction of feelings of distress, better relationships, and resolutions of specific problems.

As treatment progresses, we will reevaluate your treatment. Usually, we will come to a mutual understanding when you have reached your treatment goals. You do, however, have the right to stop treatment at any time. Also, if at any point during psychotherapy I assess that I am not effective in helping/treating you, I am obligated to discuss it with you and, if appropriate, to terminate treatment. If either case arises, I would attempt to give you a number of referrals that may be of help to you.

The process of termination is generally one of the most important times in therapy. The length of the termination depends on many factors, including the length of your treatment. In the case of children, I work with parents to set a termination date before it is discussed with the child. Please keep in mind that when working with children, it is especially important for treatment to end in a planned and mindful way. Therefore, I encourage all families to have at least one termination session in order to provide children with a “good goodbye.”

It is important to remember that our relationship is professional rather than social. Ethically, I am bound to avoid “dual relationships.” I am not allowed, because of the ethical boundaries of my profession, to advise you from professional viewpoints beyond my scope of practice (e.g., law, medicine, finance, etc.). Our contact, other than chance meetings, will be limited to appointments you arrange with me. I cannot attend social gatherings, accept gifts, or form a relationship in any other way than in the professional context of our sessions. These guidelines have been established by the profession to protect you, the client. If you and I meet in a public place, I will leave it to you to say hello first in order to protect your confidentiality.

MY EDUCATION AND TRAINING

I am a licensed Clinical Psychologist in the state of New York. I received my doctorate in Clinical Psychology from The University of Arkansas. I completed my master’s degree In Psychology with an emphasis on social development from The University of Texas at Arlington. I am an active member of the Genesee Valley, New York State, and American Psychological Associations. For further information about my background please visit my website at <http://www.TheParentingBox.com>. If you have questions about the specifics of my training, experience, and/or license please ask for clarification at any time.

CONFIDENTIALITY

Your rights include confidentiality regarding you and your child’s protected health information (PHI). That includes information shared within the therapeutic treatment context. I will not even tell anyone else that you or your family is in treatment with me without your prior written permission.

Children and Adolescents:

Parents have the right to their children’s PHI but that I may limit access if I determine that access would have a detrimental effect on my professional relationship with the patient, or to his/her physical safety or psychological well-being. Also, it is not in my practice to share detailed information that my young patients share with me with parents. However, it is often important to discuss themes and general content with parents, which I will do on a regular basis. If there are sessions in which I learn information that indicates the child is in danger to or from himself or someone else, I will inform and involve the parent or guardian as soon as I am able to do so. I will

attempt to talk with the child/ adolescent about the need to disclose information before talking with his or her parents.

It is my standard practice to seek consent for and obtain information from important people in the lives of the children with whom I work. This almost always includes noncustodial parents, physicians, and someone who works with the child at school but may also include daycare providers and other family members. I will also ask family members who they think would be good sources of information about the family is functioning. Getting information from multiple sources allows me to get a better picture of the kind of difficulties that children are having. It also allows me to assure that care is coordinated between people who work with your child.

Limits to confidentiality

There are certain specific limits to confidentiality as described below. Should one of these situations occur, I will make every effort to discuss it with you fully before taking any action.

- ❖ If I reasonably suspect that a person under 18 or over 65, or a disabled person, is being abused or has been abused, I must file a report with the appropriate state agency.
- ❖ If a patient threatens to harm him/herself, I may be obligated to seek hospitalization for the patient, or to contact family members or others who can help provide protection.
- ❖ If a patient communicates a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient, or contact others who can assist in protecting the victim.
- ❖ I may find it helpful consult with professional colleagues about my work from time to time. In these consultations, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. I will not tell you about these consultations unless I feel that it is important to our work together.
- ❖ If you are involved in a court proceeding and a request is made for information about the services that I have provided you and/or the records of them, such information is protected by psychologist-patient privilege law. I cannot provide any information without your written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where I do not have grounds for objecting under state law (or you have instructed me not to object). 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 patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- ❖ If a patient files a worker's compensation claim, I must, upon appropriate request, disclose information relevant to the claimant's condition, to the worker's compensation insurer.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records, including written notes of all sessions. Records of any services you receive by me are maintained in password-protected computer files and/or in a paper file within a locked entity. Computerized treatment records are erased and paper treatment records are shredded approximately seven years after we end our psychologist-patient relationship contract.

Except in unusual circumstances in which disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider), you may examine and/or receive a copy of your clinical record, if you request it in writing. Alternatively, I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted by untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Patients will be charged an appropriate fee for any professional time spent in response to information requests.

APPOINTMENTS

Psychotherapy appointments are usually scheduled once each week or every other week for 45 to 50 minutes per visit, although sometimes there are exceptions. An appointment is a commitment to our work. We agree to meet here and to be on time. If I am ever unable to start on time, I ask for your understanding, and I assure you that you will receive the full time agreed to if possible. If you are late, we will probably be unable to meet for the full time. I will provide advance notice of any planned absences. For short absences and clinician illness, I will attempt to reschedule your appointment as soon as possible.

A responsible parent or adult must be present for the entire session for children under the age of 12 or who have a history of disruptive behavior. It is highly encouraged that other arrangements be made for siblings of minor clients. Parents are often a part of sessions and it is more beneficial if a parent's attention is not divided from the therapy session.

CANCELLATION POLICY

Because the scheduling of an appointment involves the reservation of time set aside specifically for you, a minimum of 24 hours' notice is required for rescheduling or canceling an appointment. The full session fee will be charged for sessions missed without such notification. If you are **more than 15 minutes late** for your appointment, the appointment will cancel automatically and you will be charged the full session fee. If missing appointments (i.e., "no show") becomes a chronic problem, I may no longer be able to work with you. This would become a therapeutic issue and would need to be discussed. If treatment is terminated appropriate referral sources can be provided at client request.

PROFESSIONAL FEES

Bills are to be paid at the time of each visit by the patient in the form of cash or check (unless you are covered by an insurance plan that I am a preferred/ in-network provider for).

Having your check made out prior to the session allows for full use of your session time. Telephone conversations (lasting longer than 10 minutes), treatment summary preparation, release of information, reading records, etc. will be charged at the same rate, unless indicated and agreed otherwise. When fees are not paid for services rendered, a collection agency may be used and given appropriate billing and financial information. Should six (6) or more consecutive months lapse in your treatment, you will be considered a "new client" if you

return to my practice, and new client procedures/fees will apply. It is your responsibility to ensure that the contact information I have on file for you remains current.

If a payment by check results in insufficient funds a \$50 fee will be assessed. Please notify Dr. Malcolm if any problem arises during the course of therapy regarding your ability to make timely payments. If you become involved in legal proceedings that require my participation, you will be charged for all of my professional time, including preparation and travel time, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$200 per hour for preparation for, travel to and from, and attendance at any legal proceeding. In cases of separated or divorced parents, one parent must assume full financial responsibility for all services.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS

If you have health insurance, it will usually provide some coverage for mental health treatment. In some cases, my staff is able to bill your insurance company directly. In other cases they are not. However, you, and not your health insurance carrier, are responsible for full payment of my fees (with the exception of clients with approved mental health sessions by accepted insurance companies and in some single case agreements). Not all services are covered benefits in all contracts. My staff will assist you in verifying your insurance benefits; however, it is ultimately your responsibility to know what services are authorized and covered.

If you choose to seek reimbursement from your health insurance carrier or I seek reimbursement from one of the insurance panels listed above, disclosure of confidential information may be required by your carrier in order to process the claims. Only the minimum necessary information will be communicated to the carrier. By signing this contract, you are consenting to a release of information about your case to your health plan for claims, certification and case management for the purposes of treatment and payment. Dr. Malcolm has no control or knowledge over what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance.

CONTACTING ME & CRISIS NUMBERS:

I am often not immediately available by telephone. When I am unavailable, my telephone is answered by office staff or voicemail, which I check a few times per day, unless I am out of town. If an emergency situation arises, please indicate it clearly in your message. I will make every effort to return your call on the same day you make it, with the exception of calls on weekends and holidays. Also, I do not return telephone calls between 7:00 p.m. and 8:00 a.m. on weekdays, during weekends, and planned vacations. For after-hours emergencies, I can also be reached through the answering service at 585-453-2118. If you are unable to reach me and you are in crisis, you can contact the following: your local physician/hospital, Mobile Crisis line 1-585-275-5151, or the emergency dispatcher at 911. If I am unavailable for an extended time, I will provide you with the name of a colleague whom you can contact if necessary.

INFORMED CONSENT FOR TELEPHONE, ELECTRONIC, AND MAIL CONTACT:

Ordinary privacy precautions such as pin codes, voice mail boxes, and locked fax, mail, and secured computers are by no means foolproof; your confidentiality is always compromised when communicating by electronic devices or mail. Neither deletion nor shredding of private material are totally safe means of disposal, so that you are always at risk of breaches in confidentiality when electronic or mail communication of any type is used for

private information. Your use of such means of communication with Dr. Malcolm constitutes implied consent for reciprocal use of electronic and mail communication as well. By signing this contract, you agree to and understand the following:

1. Many people feel comfortable communicating via email, because they have installed programs designed to detect spyware, viruses, or other dangerous software. However, there is no guarantee that such programs will work 100%.
2. Sent and received emails are stored on both Dr. Malcolm's and your computer until deleted. Dr. Malcolm may or may not delete such emails. Any saved emails will be kept in a password-protected account that only Dr. Malcolm has access to. Alternatively, emails may be printed and placed in the patient's file.
3. In addition, whenever you send an email, it is stored in cyberspace. It is possible for authorities and system administrators to locate and read such emails under various circumstances. This is not a policy of Dr. Malcolm, but is due to the nature in which email is transmitted using the internet and other services/networks. For more information on this, please contact your Internet Service Provider or email service.
4. Dr. Malcolm often uses email as a way to coordinate schedules when attempting to contact teachers or other corroborating informants. PHI information will not be shared via email in a way that connects the information to the patient's identity.
5. By providing my email address, I understand/agree the disclosures listed above regarding communicating with Dr. Malcolm via e-mail, phone, fax, and mail. I also agree that if I send an email to her and request a response via email, that I am willing to accept the above-stated risks. I understand that Dr. Malcolm cannot guarantee an e-mail response due to time constraints in her practice. I also agree that I will not use email for emergencies. Instead I will utilize e-mail correspondence with Dr. Malcolm for scheduling and non-clinical matters.

CONSENT FOR TREATMENT & PATIENT AGREEMENT

Signature Page

Please sign below to acknowledge your informed consent to this agreement.

I have read the above information, received a copy of this form, and have had an opportunity to ask questions which clarify the conditions under which I consent to treatment. I give permission to **Kenya Malcolm, Ph.D. Clinical Psychologist** to provide psychotherapy, evaluation, consultation, and/or testing for myself or my child.

Name of patient: _____

Signature of patient

Date:

Name of parent/ guardian: _____

Signature of parent or guardian

Date

Name of parent/ guardian: _____

Signature of parent or guardian

Date

By providing the following information, I also give permission for Dr. Malcolm to initiate/send/place the following to me or relevant parties: emails/mail/telephone calls-messages:

Print Name: _____

Print your email clearly: _____