

Consent to Services Agreementⁱ

This consent document contains important information about the professional services and practices of your service provider and your rights under the Personal Health Information Act (PHIA). It is important that you read this document carefully and ask any questions you might have. You can have a copy to take home, if you would like.

SERVICES AVAILABLE

Subject to availability, your provider offers assessment and therapy services to individual adults, as well as group therapies. Your provider does not agree to provide services to clients with unresolved legal issues, including, but not limited to, those who may be in situations wherein litigation is involved, pending, or anticipated, nor does your provider accept clients mandated for treatment. Your provider may decline to disclose information about your services to a third party unless required to comply with a subpoena, warrant or order issued or made by a court, person or body with jurisdiction to compel the production of the personal health information, or with the rule of court concerning the production of the personal health information.

BENEFITS AND RISKS OF SERVICE

Psychological services are varied in nature and not easily described in general statements. Beyond this, the services provided also vary depending on the problems addressed, the theoretical approaches used, the methods employed, and the quality of the professional relationship formed between the client(s) and the service provider. In all cases, however, progress will depend on active effort on your part as a client. In order for your services here to be most successful, you will have to work on things you talk about with your service provider both during your sessions here and between sessions at home. You should discuss all of this with your service provider.

You should also know that psychological services can have risks as well as benefits. Since sessions often involve discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, or anger. You may also find that as you change your perspective on yourself and others, some challenges or conflicts in relationships could emerge. On the other hand, psychological services have also been shown to have benefits for people who participate in them. This often leads to improved functioning, better relationships, solutions to specific problems, and reductions in feelings of distress. But there are no guarantees about the specific outcome in your case.

Initial sessions usually focus on information-gathering and an evaluation of your needs. By the end of the evaluation period, your service provider should be able to offer you some first impressions of what the work will include and a plan to follow, if you decide to continue. You should evaluate this information along with your own opinions of whether you feel comfortable working with your service provider and able to commit to following through with the services described. If you have questions, you should bring them up whenever they arise. If you are unhappy with your services, you are free to discontinue them and seek service elsewhere. It is usually best to first discuss your concerns with your service provider, however, to see if these can be addressed before you decide to terminate service here. Your service provider can supply information about other community resources, if you would like.

FEES

For most services with Dr. Michael Ellery, C.Psych., a rate of \$220.00 per clinical unit (defined as 50 minutes for assessment, testing, and individual counseling or therapy) is charged. The fee also applies to test-scoring and report-writing time. You may be offered to be seen by a clinical associate who provides services under the supervision of Dr. Michael Ellery, C.Psych. The services of clinical associates are offered at lower rates; however, not all insurance plans cover the services of clinical associates. If you are interested in being seen by a clinical associate, be sure to ask your provider.

A fee of \$100.00 per 80 minutes may be charged for group counseling or therapy.

A fee of \$1800.00 per day may be charged for legal and consultation services, such as workshops, court appearances, extra report writing time, and other services.

For standard Dialectical Behaviour Therapy (DBT), which includes weekly individual therapy with Dr. Michael Ellery, C.Psych., DBT skills group sessions, and phone consultation sessions, a rate of \$320.00 per week covers

these combined services. Clients in the standard DBT service meet weekly with a primary DBT therapist for individual DBT sessions and attend a weekly DBT skills training group. If you are interested in DBT, and qualify for the service, you may be offered a clinical associate under the provider's supervision as your primary DBT therapist, at a reduced fee.

DBT skills group only, without individual therapy, may be an option for some clients. If you are interested and qualify for the service, the rate for skills only DBT is \$100.00 per week.

You can discuss any questions or concerns you have about fees with your service provider at any time.

SERVICE ACCESSIBILITY

Clients in the standard DBT service have access to after hours telephone coaching with their provider. Clients who are not in standard DBT, including clients in skills-only DBT and other clients, can access urgent care after hours by contacting the Klinik Crisis Line at 204-786-8686 or the WRHA Mobile Crisis Service at 204-940-1781. Your provider can give you a comprehensive list of community mental health resources, if you would like. In addition to these resources, you can go to the emergency room of the hospital nearest to you.

Email contact with your provider is limited to communication for the purpose of scheduling meetings.

If you desire or require continuing service past the end of your agreement, you should discuss your treatment with your provider. If you wish, you may be able to renew a treatment agreement with your provider. If services are not available through your provider, or your needs have changed, your provider can assist you in finding alternate treatment resources in the community.

PERSONAL HEALTH INFORMATION ACT

All contacts with your provider are subject to the provisions of the Personal Health Information Act (PHIA), which governs the collection, use, and disclosure of personal health information in Manitoba. Under PHIA, your provider is obligated to follow strict conditions of confidentiality for any personal health information we collect from you in order to provide or evaluate your service. This means that your identifiable personal health information is not released to anybody without your written consent, subject to the limitations below. In addition, under PHIA, you have the right to request to view, copy, or correct information from your records here.

LEGAL LIMITS TO CONFIDENTIALITY

Specific exceptions to confidentiality are noted below:

Under *The Child and Family Services Act of Manitoba*, a psychologist who has information that leads him or her to believe that a child is or might be in need of protection must report the information to an agency or to a parent or guardian of the child. An agency rather than the parent/guardian will be contacted if it appears that the child is or might be suffering abuse and/or neglect by a parent or guardian.

The Vulnerable Persons Living with a Mental Disability Act requires that a psychologist who believes, on reasonable grounds, that a vulnerable person to whom he/she is providing service is likely to be abused or neglected must immediately report this belief and the information on which it is based to the appropriate authority.

The Personal Health Information Act (PHIA) permits disclosure of personal health information without the consent of the individual the information is about if the psychologist believes that the disclosure is necessary to prevent or lessen a serious and immediate threat to:

- (a) The health and/or safety of the individual the information is about or another individual; or,
- (b) Public health or public safety; or,
- (c) Required to comply with a subpoena, warrant or order issued or made by a court, person or body with jurisdiction to compel the production of the personal health information

OTHER LIMITS TO CONFIDENTIALITY

If you are being seen by your provider at the request of a third party who is responsible for payment, your provider may disclose as much information as is necessary to those responsible, for purposes including, but not limited to, arranging for payment, monitoring progress, or planning treatment.

MISSED APPOINTMENT POLICY

Missed sessions or late arrivals are problematic for both clients and clinicians, and are disruptive. As such, clients are asked to make a commitment to attend sessions as scheduled. If you feel that regular attendance could pose a problem for you, you should reconsider whether this is the best time for you to access services. For some people, it may be better to postpone services and start at a later date when they are able to make a regular commitment.

The policy on missed appointments is as follows:

- (1) You are expected to give 48 hours' notice if you are unable to attend a scheduled session;
- (2) If you fail to give 48 hours' notice of cancellation for three sessions, or miss three sessions without notice, your treatment contract will be terminated;
- (3) **Full fees are charged for missed appointments or cancellations with less than 48 hours' notice.**

ACKNOWLEDGEMENT AND CONSENT

I hereby acknowledge that I have read, understand to my satisfaction, and agree to the conditions described above with respect to accessing psychological services. I further acknowledge that any services provided will not be offered without my signed consent, and that my consent may be revoked or amended at any time. I understand that any personal health information collected about me will be used solely for purposes of monitoring service delivery and quality assurance. I further understand that all personal health information is kept under strict conditions of professional confidentiality, subject to the limitations of confidentiality involving mandated disclosure as indicated above.

My signature on this document is my consent for psychological services and my acknowledgement that I agree to all of the foregoing with respect to my services:

Client Name: _____

Client Signature: _____ Date: _____

Witness/Clinician Signature: _____ Date: _____

¹ Adapted from the American Psychological Association Insurance Trust Sample Informed Consent Form <http://www.apait.org/apait/download.aspx> and from the University of North Carolina at Chapel Hill Psychological Services Center Consent for Treatment, Payment, and Health Care Operations and Acknowledgement of Receipt of University Notice of Privacy Practices