



Infinity Psychological Services, PLLC

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Informed Consent Form

This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment, and healthcare operations. The law requires that I obtain your signature acknowledging that I have provided you with this information as part of your first appointment. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures at our next session, or prior to conducting the evaluation. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding unless we have taken action in reliance on it or if you have not satisfied any financial obligations you have incurred.

Psychological Assessment

Psychological assessment involves an evaluation which may consist of computer administered tests, paper and pencil tests, a clinical interview and/or other assessment tools. The goal of psychological assessment is to provide a better understanding of the patient to assist in diagnosis, treatment planning, and/or consultation. Once an appointment for an assessment is made, you will be required to provide 24 hours advance notice if you need to cancel or reschedule the appointment or 10% of the total bill for the assessment will be added.

Psychotherapy

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular challenges the patient is experiencing. There are many different methods I may use to deal with the problems that need to be addressed.

Psychotherapy has benefits and risks. Since therapy often involves discussing unpleasant aspects of

life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience.

If we begin therapy after an evaluation, we will discuss a treatment plan to follow so you will know what the goals of the treatment are, the expected duration, and the type of treatment. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have any questions, I am happy to discuss them whenever they arise.

Psychotherapy Sessions

If psychotherapy has commenced, I will usually schedule one 45-minute session per week, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control].

Professional Information

Dr. Candice Waltrip received her Psy.D. from Azusa Pacific University in Southern California and is a Licensed Psychologist in the state of Utah. She holds a Master of Science Degree in Forensic Psychology from American International College in Massachusetts and a Bachelor of Arts in Psychology, from the University of California, Riverside. Dr. Waltrip's business entity is Infinity Psychological Services, PLLC.

Contacting Me

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, please leave a message. I will make every effort to return your call within 24 hours, apart from weekends and holidays. If you are difficult to reach, please inform me of the times that you will be available. However, if you are unable to reach me and feel that you cannot wait for me to return your call, please contact your family physician or the nearest emergency room. In addition, the National Suicide Prevention Hotline at 800-273-8255 is another resource for patients.

Professional Fees

Initial intake evaluation fees are agreed upon prior to the first meeting. Psychotherapy fees for subsequent sessions are discussed and agreed upon during the initial intake evaluation but are generally

\$175.00 per hour for individuals and \$225.00 per hour for couples and families. You will be expected to pay for each session at the time of service. If during a psychological evaluation additional services are deemed necessary, we will discuss the cost and add it to the final bill with an updated invoice. Assessment fees are to be paid in full prior to testing. Unfortunately, I do not accept insurance at this time but accept various forms of payment including credit/debit, HSA Cards, or Bishop's pay. I can provide a final invoice or Super Bill, which you can submit to your insurance for partial or full reimbursement. At the end of the testing and interview period, a report will be generated within 10 business days. If you request the report be completed in less than 10 business days for legal proceedings, or other such circumstances, an additional \$500 rush fee will be added to the total cost of the evaluation. Currently, I charge \$2,000.00 for a comprehensive psychological evaluation (personality and cognitive functioning), \$1,500 for a personality evaluation or cognitive evaluation. If your evaluation is court related or court ordered, the fee is \$2,500.00 (this includes psychosexuals, competency, and risk assessments).

In addition to weekly appointments, I charge for other professional services you may need. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me at a fee of \$175 per hour (prorated as appropriate). If you become involved in legal proceedings that require my participation, you may be expected to pay for all my professional time, including preparation and transportation costs, even if I am called to testify by another party. I will accept pre-arranged confirmation of payment by the law firm requesting deposition. However, if the attorneys do not pay for the required time, I will expect you to compensate my services. Because of the difficulty of legal involvement, I charge \$350.00 per hour for preparation and attendance at any legal proceeding. Depositions are charged in the same fashion. If you require consultation services regarding legal proceedings or any areas within my scope of practice, the fee is \$200 per hour paid for by the retaining party at the time of service.

If your account has not been paid for within 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 which will require us to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, any costs incurred will be included in the claim. If you have any questions about the fees involved in your services, please do not hesitate to ask.

Limits to Confidentiality

The law protects the privacy of all communications between a patient and a therapist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. If you provide me with a written authorization to release the record to any specific person, you must revoke the release in writing if you change your mind. For example, if you provide me with a release to provide your confidential information to a physician or another healthcare provider, and then later decide to change providers, you will need to revoke the original authorization in writing. There are certain situations that do not require your consent. Following are some of those examples. It is my practice to provide you with prior notice of the primary examples. Your signature on this agreement confirms your understanding that I do not need your consent in these types of situations:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your clinical record (which is called “PHI”).
- You should be aware that I may employ administrative staff. If so, I typically only share protected information with these individuals for administrative and billing purposes. The administrative staff is bound by the same rules of confidentiality and has agreed not to release any information outside of the practice without Dr. Waltrip's permission.
- If a patient seriously threatens to harm himself/herself or others, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection, specifically including law enforcement officials. Utah law states that a professional may disclose confidential information to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient, to the patient or others, or there is a probability of immediate mental or emotional injury to the patient.

There are some situations where I am permitted or required to disclose information without either your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning your

diagnosis and treatment, such information is protected by the therapist-patient privilege law. However, I may be required to provide information with your (or your legal representative's) written authorization, a valid subpoena, or a court order. 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 government agency is requesting the information for health oversight activities, I may be required to provide information to them.
- If a patient files a complaint or lawsuit against us, I may disclose relevant information regarding that patient in order to defend the practice.
- If a patient files a worker's compensation claim, I must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

There are some situations in which I am legally obligated to take action in order to protect others from harm. This may involve revealing some information about a patient's treatment. These situations are unusual in my practice.

- If I have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that I make a report to the appropriate government agency, usually the Department of Child and Family Services. Once such report is filed; I may be required to provide additional information.
- If I determine that there is a probability that the patient will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon himself/herself, or others, I may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary. This summary of exceptions to confidentiality is not exhaustive.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

Professional Records

The laws and standards of my profession require that I keep Protected Health Information about you in your clinical record. The clinical record includes information about your reasons for seeking therapy, a description of the ways in which the problem impacts on your life, the diagnosis, the goals that we set for treatment, progress towards those goals, medical and social history, treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, billing records, and any reports that have been sent to anyone. Except in unusual circumstances that involve danger to yourself and/or others or when there is a need to protect the integrity of a test I administered, you may examine and/or receive a copy of your clinical record, upon written request. You should be aware that pursuant to Utah law, psychological test data are not part of a patient's record. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I charge a copying fee of \$0.75 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request.

When providing counseling, I also keep a set of psychotherapy notes. These notes are for my own use and are designed to assist in providing you with the best treatment. While the contents of psychotherapy notes vary from patient to patient, they can include the contents of our conversations, our analysis of those conversations, and how they impact your therapy. They also may contain particularly sensitive information that you may reveal during your sessions that is not required to be included in your clinical record. These psychotherapy notes are kept separate from your clinical record. Insurance companies cannot require your authorization as a condition of coverage, nor penalize you in any way for your refusal. You may examine and/or receive a copy of your psychotherapy notes unless I determine that release would be harmful to your physical, mental or emotional health. If you become involved in litigation, be advised that these psychotherapy notes may be subject to release to other parties pursuant to a court order.

Minors and Parents

Patients under 18 years of age (who are not emancipated), and their parents, should be aware that the law may allow parents to examine their child's treatment records. Utah law provides that the records may not be released if it is believed to be harmful to the patient to release them. Furthermore, if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical or emotional abuse, the law provides that a minor may seek treatment on his/her own. I am under no

obligation to advise the parent. However, the law allows us to do without consent of the child. I will do so if it is deemed in the best interest of the child. For children between 13 and 18, because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to request an agreement from the patient and his/her parents that the parents consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

Patient's Rights

HIPAA provides you with several new or expanded rights regarding your clinical record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your clinical record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this agreement.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT.

 Patient/Guardian Signature

 Print Name

 Date

 Candice Waltrip, Psy.D.
 Licensed Psychologist

 Date