

INFORMED CONSENT FOR MEDICAL PSYCHIATRIC CARE

SERVICES PROVIDED BY DR. BRUCE SEMON*

By signing below, I understand that I am consenting to a psychiatric evaluation which may or may not lead to the prescription of medications to treat symptoms for which I have sought this evaluation. Conditions of this consent include:

1. I understand I may receive a diagnosis that suggests a trial of medication(s) to be prescribed by Dr. Semon. I can refuse to give or may withdraw my consent at any time with written notification to the provider.

2. I understand that the medications are designed to reduce symptoms I am experiencing and that medications have varied intentional and side effects on different patients. I agree to participate in the treatment plan that is developed based upon the evaluation and will work to understand the potential benefits, risks and alternative treatment(s) and the probable consequences if the proposed medication is not take.

3. My consent permits the dose to be changed within the anticipated dosage range without signing a new consent.

4. If I withdraw my consent after medication is begun, I realize the medications may not be discontinued immediately but may need to be gradually discontinued so as to avoid the possible adverse medical consequences of rapid withdrawal of the medications.

5. I give my consent for the psychiatrist to consult with other medical or therapeutic providers.

6. All questions or concerns I have shall be directed to Dr. Semon.

7. I have a right to request a review of my health records and understand that the request may be denied depending upon clinical circumstances.

8. I have the right to submit a complaint directly to Dr. Semon if I have questions or feel my rights have not been respected or were too restricted.

9 This consent is effective immediately and for up to 15 months from the date of this signed document.

*I understand that Dr. Bruce Semon, M.D., Ph.D. is not employed by but works as an independent entity provider within the offices of Cedar Creek Counseling, S.C.. Dr. Semon manages all patient medical care including but not limited to medical evaluations, medication prescribing, medical treatment planning and medical services complaints or concerns. Cedar Creek Counseling, S.C. conducts only scheduling, billing and practice

management/health records services for Dr. Semon. Cedar Creek Counseling, S.C. has no responsibility for the medical practice and medical decisions made by Dr. Semon.

FINANCIAL AGREEMENT

I understand and agree to the entirety of this Financial Agreement. I authorize the clinic to securely store in their encrypted system and charge any Flex Spending Card, Health Savings Card and/or Credit Card I provide as my portion of fees are due. Alternatively, I will pay by check or cash at the time of each session. Cancellations occurring within 24-hours of the appointment and missed appointments will be charged in full and are my responsibility. Additional fees apply for exceptional documentation and consultation with other professionals on your behalf. A collection agency or other legal remedy may be pursued for nonpayment. Dr. Bruce Semon, psychiatrist, does not accept insurance; initial 60 minute evaluation is \$350 and medication checks are \$125 for 20 min / \$175 for 30 min.)

By signing, I understand and agree to the terms of the Informed Consent and Financial Agreement described herein.

Print Patient Name

Print Parent Name (if applicable)

Patient/Responsible Person Signature Date

Parent Signature Date

POLICIES TO REVIEW (AND SIGN BELOW)

DESCRIPTION OF PSYCHIATRY

ABOUT PSYCHIATRY. Psychiatry is the practice of assessing, diagnosing, and medically treating mental health symptoms. Medications have a varied effect and can have side effects, both of which vary by person.

WHEN PEOPLE DO NOT RECEIVE PROPER TREATMENT. Without treatment, some mental health problems can continue for months to years and may worsen. In some cases, suicidal ideas may occur. It is imperative that treatment is sought when symptoms present life-threatening. It is desirable that therapy is sought when symptoms are moderate to strong and have been present longer than one to two months and are impacting daily living and functioning.

TREATMENT SUCCESS. Most people who engage in medication therapy report a satisfying and helpful experience. Benefits of engaging in recommended therapy is generally a significant and meaningful decrease in symptoms with an accompanying increase in life and relationship satisfaction. Psychotherapy is most effective in cases with strong symptoms when psychiatry is part of the treatment plan.

TREATMENT ALTERNATIVES. People try many alternatives to medication including psychotherapy, exercise, homeopathy, light-treatment for seasonal depression, increasing social contact, beginning new hobbies, acupuncture and others. Results can vary. Our clinic offers therapists with many years of experience to help you evaluate and create the best treatment plan for you.

PATIENT RIGHTS. You have the right to: 1) Be informed of your rights verbally and in writing. 2) Give informed consent acknowledging your permission to receive treatment. 3) Receive prompt and adequate treatment. 4) Refuse treatment that you do not desire. 5) Be free from unnecessary or excessive medication. 6) Receive clear information regarding medication, including benefits, side effects and alternatives. 7) Be free from experimental research, drastic treatment procedures and audio or video recording unless you give informed consent. 8) Be free from unreasonable or arbitrary decisions pertaining to your treatment. 9) Have the confidentiality of your treatment records protected, except as limited by law. 10) Have access to your records.

GRIEVANCE. If you have a concern, you are welcome to contact the Clinic Director at (262) 240-0299.

ELECTRONIC COMMUNICATIONS

CLIENTS AGREE TO OUR POLICIES ON THE USE OF UN-ENCRYPTED ELECTRONIC COMMUNICATION FOR CONFIDENTIAL MEDICAL INFORMATION AFTER HAVING BEEN INFORMED OF THE FOLLOWING:

EMERGENCIES cannot be handled through electronic (email, text or other electronic devices) communication. In an emergency, use the emergency procedure available on our phone system.

Additionally:

1. Client agrees that electronic communication will be used only for non-clinical communications such as scheduling or billing.
2. All electronic communications concerning clinical information should be avoided but if communicated, such communication will be printed out and made a part of the client's case record.
3. Client should avoid conveying sensitive/personal information due to security risks.
4. Clients do not have a right to privacy in their employer's email system, so should not use that system to transmit confidential information.
5. Can be immediately broadcast worldwide and be received by many intended and unintended recipients.
6. Can be forwarded to other recipients without the original sender's permission or knowledge.
7. Can be falsified more easily than written or signed documents.

8. Can be easily misaddressed.

9. Back up copies of electronic communication may exist even after the sender or recipient has deleted the information.

With your signature (electronic or otherwise), you are agreeing to accept our procedures related to electronic communications and related risks and to opt-into using our electronic processes.

EMERGENCY CONTACT INFORMATION

LIFE THREATENING EVENT OR SUICIDAL CONCERNS:

1. Call **911** for immediate emergency assistance
2. Go to the **emergency room** at your nearest hospital

URGENT NEED TO TALK with your therapist: call your therapist at our central office number: 262-240-0299. If we are unavailable, leave a message indicating that this is an urgent call and leave your phone number so we can return your call as soon as possible. We check our voicemail regularly throughout the day and periodically on weekends.

If your therapist doesn't return your call and your situation continues to be urgent:

1. Call Dr. Bruce Semon at (262) 240-0299 ext.0
2. Seek services and an urgent care or emergency room nearest to you.
3. Call COPE HOTLINE (262-377-2673), located in Ozaukee County.
4. Call 911.

NOTICE OF PRIVACY PRACTICES (NOVEMBER, 2016)

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

Your health record contains personal information about you and your health. This information about you that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services is referred to as Protected Health Information ("PHI"). This Notice of Privacy Practices describes how we may use and disclose your PHI in accordance with applicable law, including the Health Insurance Portability and Accountability Act ("HIPAA"), regulations promulgated under HIPAA including the HIPAA Privacy and Security Rules, and our Professional Code of Ethics. It also describes your rights regarding how you may gain access to and control your PHI.

We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices. We reserve the right to change the terms of our Notice of Privacy Practices at any time. Any new Notice of Privacy Practices will be effective for all PHI that we

maintain at that time. We will provide you with a copy of the revised Notice of Privacy Practices by posting a copy on our website, sending a copy to you in the mail upon request or providing one to you at your next appointment.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

For Treatment. Your PHI may be used and disclosed by those who are involved in your care for the purpose of providing, coordinating, or managing your health care treatment and related services. This includes consultation with clinical supervisors or other treatment team members. We may disclose PHI to any other consultant only with your authorization.

For Payment. We may use and disclose PHI so that we can receive payment for the treatment services provided to you. This will only be done with your authorization. Examples of payment-related activities are: making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities. If it becomes necessary to use collection processes due to lack of payment for services, we will only disclose the minimum amount of PHI necessary for purposes of collection.

For Health Care Operations. We may use or disclose, as needed, your PHI in order to support our business activities including, but not limited to, quality assessment activities, employee review activities, licensing, and conducting or arranging for other business activities. For example, we may share your PHI with third parties that perform various business activities (e.g., billing or typing services) provided we have a written contract with the business that requires it to safeguard the privacy of your PHI. For training or teaching purposes PHI will be disclosed only with your authorization.

Required by Law. Under the law, we must disclose your PHI to you upon your request. In addition, we must make disclosures to the Secretary of the Department of Health and Human Services for the purpose of investigating or determining our compliance with the requirements of the Privacy Rule.

Without Authorization. Following is a list of the categories of uses and disclosures permitted by HIPAA without an authorization. Applicable law and ethical standards permit us to disclose information about you without your authorization only in a limited number of situations. It is our practice to adhere to more stringent privacy requirements for disclosures without an authorization. The following language addresses these categories to the extent consistent with our Professional Code of Ethics and HIPAA.

Child Abuse or Neglect. We may disclose your PHI to a state or local agency that is authorized by law to receive reports of child abuse or neglect.

Judicial and Administrative Proceedings. We may disclose your PHI pursuant to a subpoena (with your written consent), court order, administrative order or similar process.

Deceased Patients. We may disclose PHI regarding deceased patients as mandated by state law, or to a family member or friend that was involved in your care or payment for care prior to death, based on your prior consent. A release of information regarding deceased patients may be limited to an executor or administrator of a deceased person's estate or the person identified as next-of-kin. PHI of persons that have been deceased for more than fifty (50) years is not protected under HIPAA.

Family Involvement in Care. We may disclose information to close family members or friends directly involved in your treatment based on your consent or as necessary to prevent serious harm.

Health Oversight. If required, we may disclose PHI to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies and organizations that provide financial assistance to the program (such as third-party payors based on your prior consent) and peer review organizations performing utilization and quality control.

Law Enforcement. We may disclose PHI to a law enforcement official as required by law, in compliance with a subpoena (with your written consent), court order, administrative order or similar document, for the purpose of identifying a suspect, material witness or missing person, in connection with the victim of a crime, in connection with a deceased person, in connection with the reporting of a crime in an emergency, or in connection with a crime on the premises.

Specialized Government Functions. We may review requests from U.S. military command authorities if you have served as a member of the armed forces, authorized officials for national security and intelligence reasons and to the Department of State for medical suitability determinations, and disclose your PHI based on your written consent, mandatory disclosure laws and the need to prevent serious harm.

Public Health. If required, we may use or disclose your PHI for mandatory public health activities to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, or if directed by a public health authority, to a government agency that is collaborating with that public health authority.

Public Safety. We may disclose your PHI if necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. If information is disclosed to prevent or lessen a serious threat it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

Verbal Permission. We may also use or disclose your information to family members that are directly involved in your treatment.

With Authorization. Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked at any time, except to the extent that we have already made a use or disclosure based upon your authorization. The following uses and disclosures will be made only with your written authorization: (i) most uses and disclosures of psychotherapy notes; and (ii) other uses and disclosures not described in this Notice of Privacy Practices.

YOUR RIGHTS REGARDING YOUR PHI

You have the following rights regarding PHI we maintain about you. To exercise any of these rights, please submit your request in writing to our company Privacy Officer.

Right of Access to Inspect and Copy. You have the right, which may be restricted only in exceptional circumstances, to inspect and copy PHI that is maintained in a “designated record set”. A designated record set contains mental health/medical and billing records and any other records that are used to make decisions about your care. Your right to inspect and copy PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you or if the information is contained in separately maintained psychotherapy notes. We may charge a reasonable, cost-based fee for copies. If your records are maintained electronically, you may also request an electronic copy of your PHI. You may also request that a copy of your PHI be provided to another person.

Right to Amend. If you feel that the PHI we have about you is incorrect or incomplete, you may ask us to amend the information although we are not required to agree to the amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us. We may prepare a rebuttal to your statement and will provide you with a copy. Please contact the Privacy Officer if you have any questions.

Right to an Accounting of Disclosures. You have the right to request an accounting of certain of the disclosures that we make of your PHI. We may charge you a reasonable fee if you request more than one accounting in any 12-month period.

Right to Request Restrictions. You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, payment, or health care operations. We are not required to agree to your request unless the request is to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations, and the PHI pertains to a health care item or service that you paid for out of pocket. In that case, we are required to honor your request for a restriction.

Right to Request Confidential Communication. You have the right to request that we communicate with you about health matters in a certain way or at a certain location. We will accommodate reasonable requests. We may require information regarding how payment will be handled or specification of an alternative address or other method of contact as a condition for accommodating your request. We will not ask you for an explanation of why you are making the request.

Breach Notification. If there is a breach of unsecured PHI concerning you, we may be required to notify you of this breach, including what happened and what you can do to protect yourself.

Rights to a Copy of this Notice. you have the right to a copy of this notice.

I hereby acknowledge I have had an opportunity to read the Description on Psychotherapy, Policy on Electronic Communication, Emergency Contact Information and the Notice of Privacy Practices. I understand that if I have any questions regarding these policies, I may contact the Clinic Director, Dr. Bloemer (262) 240-0299.

COMPLAINTS

If you believe we have violated your privacy rights, you have the right to file a complaint in writing with Dr. Semon or Cedar Creek Counseling's Director who will forward your complaint to Dr. Semon. Dr. Bloemer can be reached at (262) 240-0299. You may also report your concern to the Secretary of Health and Human Services at:200 Independence Avenue, S.W. Washington, D.C. 20201 or by calling (202) 619-0257. **We will not retaliate against you for filing a complaint.**

Print Patient Name

Print Parent Name (if applicable)

Patient/Responsible Person Signature

Date

Parent Signature

Date