Clinical Services Agreement and Consent Form

Dr. Teresa Sztaba

Welcome! This document contains important information about our professional services and business policies. Please understand that not all of the services described in this document may apply to you and the services that we have agreed to provide to you/your family. Additional information can be found on our website, drsztaba.com.

Your informed consent is very important. In our work together, we will do our best to inform you about different techniques and strategies and about their potential benefits and risks so that you can decide what is best for you. We value collaboration in our work with people so, if you are not feeling understood or want more information, please discuss this with Dr. Sztaba, Dr. Sztaba, and/or Dr. Tefft. You also have the right to withdraw your consent at any time.

In administering the practice, Dr. Sztaba and Associates make use of a secure, web-based practice management system to store and manage our client records. This includes records such as client appointment, billing documents, session notes, contact details, and other client-related information and documents. The system is encrypted and has servers exclusively located in Canada (Montreal and Toronto). Access to the system is granted only on an as-needed basis and governed by a strict confidentiality policy. Additionally, all practice data in the system is routinely backed up to ensure the privacy and protection of sensitive client information and to assist us with PHIA (Personal Health Information Act) compliance.

Details regarding the Personal Information Protection and Electronic Documents Act (PIPEDA), a Canadian law that provides privacy protections and client rights with regard to the use and disclosure of all personal data, including personal health information (PHI), is available at https://www.priv.gc.ca/en/privacy-topics/privacy-laws-in-canada/the-personal-information-protection-and-electronic-documents-act-pipeda/. The law requires an individual’s consent for the collection, use, or disclosure of personal health information.

Information about the Manitoba Personal Health Information Act (PHIA), related to access to personal health information, can be found here: https://wrha.mb.ca/privacy/phia/#:~:text=Manitoba%20has%20a%20law%20called,information%20private%2C%20safe%20and%20secure.

If you have any questions or concerns, please feel free to discuss them with Dr. Sztaba.

**SERVICES OFFERED:** In our private practice, we provide psychotherapy to adults, youth, couples and families who are struggling with issues such as depression, anxiety, burn-out, self-esteem, relationships, bereavement, and wellness. We occasionally use screening measures for depression and anxiety. When the primary issue involves addictions or personality disorder, we recommend other professionals who specialize in the treatment of these issues. We do not become involved in legal cases unless, for example, required by law when the client file is subpoenaed. Dr. Sztaba also provides psychological assessments.

**APPOINTMENTS:** Except for rare emergencies, Dr. Sztaba will see you (or your child) at the time scheduled. We understand that circumstances (such as an illness or family emergency) may arise that necessitate the occasional cancellation of appointments. In these cases, to avoid any misunderstanding, we ask that you contact Dr. Sztaba and give as much notice as possible to cancel or reschedule. This will allow us to offer your appointment time to another person.

**CONFIDENTIALITY, RECORDS, AND RELEASE OF INFORMATION:** Psychological services are best provided in an atmosphere of trust. Because trust is so important, all services are confidential except to the extent that you provide Dr. Sztaba with written authorization to release specified information to specific individuals, or under other conditions and as mandated by Manitoba and Canadian law and my professional codes of conduct/ethics. Some situations in which we may have an obligation to reveal information without your consent include: • Should you give information regarding child(ren) or vulnerable adults at risk of abuse (we are required to inform the appropriate agencies) • Risk of suicide or serious harm to others (we must take appropriate measures to prevent this, e.g., notify police) • A subpoena by the court (in the case of legal proceedings) • Professional quality assurance evaluations (by outside regulatory bodies). We will also break confidentiality in situations in which we perceive our own safety to be at risk.

If Dr. Sztaba is seeing you for psychotherapy and you have been referred by an agency (e.g., Manitoba Teachers Society Disability Plan, MPI), then the organization may require periodic reports on your work together. We will not be able to provide the report directly to you and it will be sent to the agency, but Dr. Sztaba will review with you what we will be saying in the report about you.

**RECORDS:** If Dr. Sztaba does any testing, she will review all testing results with you. We will forward copies of any reports or written summaries to others only with specific, written consent from you, though copies of the reports are routinely sent to referring physicians (unless you expressly ask us not to do so). We will release raw testing data only to other appropriately credentialed professionals (except as otherwise required by law).

**ELECTRONIC AND SOCIAL MEDIA:** We take reasonable precautions to safeguard the confidentiality of our electronic records and communications and secure fax, but we cannot guarantee it with absolute certainty. Dr. Sztaba does not communicate with clients or accept requests using social media (e.g., LinkedIn, Facebook) for privacy reasons. If you have any questions or concerns about the security of our electronic communication(s) or the transmission of confidential information by electronic means at any time, please share them with Dr. Sztaba.

**WORK WITH MINOR CHILDREN:** If a client is under eighteen (18) years of age, the law may provide parents with the right to examine the minor child’s records. Privacy, however, is often crucial to successful progress in treatment and valid evaluation results. If, in the course of an evaluation or consultation, a minor child reveals to us information that they do not want shared with their parents or guardian, we usually do not reveal such information unless we believe that there is a high risk that the minor will seriously harm themself or others, and in which case Dr. Sztaba will notify the minor of our intent to notify their parents or legal guardian(s).

**FEES:** Dr. Sztaba’s hourly fee is $215 per hour for consultations, meetings, psychotherapy, and report preparation. A session is 50 minutes unless other arrangements have been made in advance. Fees are payable by cash, cheque or e-transfer (to drsztaba@gmail.com) at the time of session unless other arrangements have been made in advance. Dr. Sztaba provides a receipt with her registration number. We will inform you in advance of estimated costs for forms, letters, reports. You are responsible for any fees not covered by, for example, your third-party insurance. Except in the case of severe illness that would not allow participation even in a video session, you must provide at least 24-hour advance notice of cancellation, or you will be charged for the missed session. Please note that most insurance companies will not reimburse you for missed appointments.

**PATIENT RIGHTS:** PHIA and PIPEDA provide you with several rights regarding your client records and disclosures of protected health information. These rights include requesting that we amend the record (this does not include the removal of diagnoses or recommendations); requesting restrictions on what information from the file 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 and our privacy policies and procedures. We are happy to discuss any of these rights with you.

**CONTACTING DR. SZTABA:** Given other time commitments, Dr. Sztaba is often not immediately available by telephone. If you need to leave a message, Dr. Sztaba will make every effort to return your call promptly (within 1-2 business days). If you can be difficult to reach, please leave some times when you will be available. Dr. Sztaba does not provide on-call coverage 24 hours per day, 7 days per week, or regularly check/respond to emails outside of weeknight hours. In emergency or crisis situations, please contact your physician, call the crisis line at 988, and/or go to the nearest hospital emergency room.

**CONSENT** Your signature(s) on the next page indicate(s) that: • you have read the information in this document and agree to abide by its terms; • you have made every reasonable effort to provide us with complete, true, and accurate information as requested, including but not limited to information regarding any/all previous testing and current/anticipated involvement in related litigation; • you understand that false, inaccurate, or incomplete information may invalidate any services provided; and • you are legally authorized to provide consent for the services requested.

In cases of separation or divorce, consent by all parents/legal guardians (those with legal custody) may be required; if it is required by law, your signature indicates that you have provided us with the contact information for any other party(ies) required to provide consent, if you have not already obtained that signature for us, and notified us in advance so that we can obtain that consent prior to our scheduled appointment.

For services for minor children: The child’s signature below indicates that you have discussed the anticipated services with them. Dr. Sztaba will also discuss with your child the services to be provided on the (first) day of service. A parent or legal guardian should accompany minor children to each in-person appointment and remain in the office, unless alternate arrangements have been discussed with Dr. Sztaba in advance. If any client is no longer a minor but is dependent upon another party (such as parents/guardians) for payment of services, signatures of all involved parties will be required below (though a signed release of information will be required to exchange any additional information with parents if the child is no longer a minor).

**Agreement and Consent**

“I, \_\_\_\_\_\_\_\_\_, have read and understood the above information in the “Clinical Services Agreement and Consent Form.” I have had an opportunity to discuss this information with my therapist and to obtain answers to my satisfaction for any questions I had regarding this information.” I agree with and consent to the conditions and information contained in this document.

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent’s name(s) and signature(s)

(if client is a minor)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_