Form for psychological professional services

The undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

born in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date of Birth \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

residential address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Codice Fiscale (Fiscal Code) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SDIcode/PEC (Posta Elettronica Certificata) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[N.B. if the patient is a private subject enter the code"0000000"]*

entrusting Dr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*[N.B. in this space enter all the useful data so that the patient / client can contact the psychologist]*

is informed on the following points in relation to the Treatment Contract (Consent to Treatment):

1. the Psychologist adheres to the ethical guidelines and practice standards published in the Codice Deontologico degli Psicologi Italiani (C.D., the Code of Ethics of Italian Psychologists)*;*
2. the service offered concerns \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

*[N.B. specify the type of psychological intervention- it may be: psychological consultation, psychological interviews, psychological support, psychotherapy, psychodiagnostics, neuropsychological assessment, institutional consultation, training, job selection assessment, marketing, coaching, counseling etc.]*

1. the service is to be considered ordinary/complex because:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

*[N.B. Just write ordinary or complex and the reasons why you choose one or the other option;*

*-* *examples of ordinary service: - “it is to be considered ordinary because the service implies the assessment/ psychotherapy/ psychological support, etc.;*

*-* *examples of complex service - “it is to be considered complex because the service implies the multidisciplinary treatment in collaboration with other clinicians (specify which other professionals: e.g. psychologist, neuropsychiatrist and/or speech therapist) /multidisciplinary psychodiagnostics assessment/ psychological consultation with particular tools and techniques, etc.]*

1. the service is aimed at professional activities of promotion and protection of the health and well-being of people, groups, social organizations and communities. Usually, it includes all the activities provided for by the art. 1 of L. n.56/1989 *– (art.13 lett. C del Regolamento UE 2016/679 - GDPR and D.Lgs. 101/2018);*
2. for the achievement of the goal, the following instruments will be mainly used:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

*[N.B. indicate the instruments normally used or what is reasonably expected to be used at the time of signing this form, e.g.: clinical interview, psychodiagnostic questionnaires, rating scales, drawings, psychotherapy with …orientation etc. Please note that any use of tools consistent with what has already been stated in general terms can be the subject of subsequent verbal consent].*

1. the overall duration of the intervention can be defined in n.\_\_\_\_ sessions / meetings / sessions / performances;

*[N.B. Please Note that if it is not possible to define a priori the number of sessions / meetings / sessions / performances, indicate in point 6: "the overall duration of the intervention cannot be defined a priori, therefore goals and timing of the service will be communicated and agreed verbally"].*

1. the patient at any time can interrupt the professional relationship by communicating to Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ his/her will to interrupt;
2. Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ can evaluate and propose to end the professional relationship if he/she understands that the treatment is not useful to the patient nor it will be in the future. If requested, he/she can give the patient the names of other qualified psychologists (art.27 del C.D.);
3. Patient and psychologist are required to scrupulously comply with the dates and times of the appointments; in the event of the impossibility of respecting the appointment set, the party unable to do so must give notice to the other in due time.

I receive the following cost estimate:

pursuant to Article 9 paragraph 4 of Legislative Decree n.1 / 2012 (converted, with modifications, by Law n.27 / 2012, and modified by paragraph 150 of Law n.124 / 2017), a preliminary estimate is formulated in the following terms:

*[ed. the declaration of the estimate, given the difficulty that a psychologist can normally meet in predetermining the type and duration of the services, corresponds in fact to an a priori declaration of his own tariff in the specific of the services object of this Consent to Treatment]*

Psychological Service:

*[ed.* *specify professional fee for session / performance and billing if for single activity or with periodic billing, etc.]*

€. \_\_\_\_\_\_\_\_ (*in letters*) + Cassa Nazionale di Previdenza (ENPAP) 2%

*[ed: specificy if “Operazione esente IVA ex art.10, comma 1, n.18 del D.P.R. n.633/1972” (Transaction exempt from VAT pursuant to Article 10, paragraph 1, No. 18 of the D.P.R. n.633 / 1972) or “oltre oneri fiscali IVA (22%) e R.A. (20%)” ( beyond VAT fiscal charges (22%) and R.A. (20%))**]*

Terms of payment

€. \_\_\_\_\_\_\_ (*in letters*)

*[ed. specify at the time of signing the professional assignment contract ..., at the end of each service ..., by ..., on receipt of monthly billing /, € ... and the remaining balance at the end of the assignment …]*

It should be noted that the compensation cannot be conditioned by the outcome or results of the professional intervention. The aforementioned fee is formulated in relation to the foreseeable circumstances and the information provided and available at the time of drafting this Consent to Treatment.

Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is insured with an Insurance Policy by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ n.\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*[ed. For Associated Clinics or company, for specific integrations please refer to the Consent to Treatment in which the reference data appear, also in relation to the number of the insurance policy]*

I have been provided with the following information about the processing of personal data pursuant to EU Regulation 2016/679 and Legislative Decree 101/2018:

1. The GDPR and the Legislative Decree 101/2018 provide for and strengthen the protection and processing of personal data in light of the principles of correctness, lawfulness, transparency, protection of confidentiality and the rights of the interested party with regard to their data.
2. Dr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the Data Controller of the following data collected for the performance of the task covered by this Consent to Treatment:
3. personal, contact and payment details – name, phone’s number, e-mail addresses (PEO/PEC) and information useful for payments (i.e. credit card number) or any other data and information that could identify the patient.
4. health status data: details relating to physical or mental health (or any other data and information related to the Law: art. 9 and art. 10 GDPR and art. 2-septies D.Lgs. 101/2018) are collected in relation to the request for assessments, examinations, diagnostic checks, rehabilitative interventions and any other type of professional service connected with the execution of the assignment given to the psychologist.

The data referred to in letter a) and b) above are ***personal data***.

The reflections / evaluations / professional interpretations translated into data by the psychologist constitute the set of ***professional data***, treated according to all the principles of the GDPR and managed / due as a priority in accordance with the provisions of the C.D.;

1. The processing of all the aforementioned data is carried out on the basis of the free, specific and informed consent of the patient / client and in order to carry out the task conferred by the patient / client to the psychologist.
2. Personal data will be **processed** either on paper or electronically and / or automatically, with both manual and IT procedures.
3. Appropriate **security measures** will be used to ensure the protection, security, integrity, accessibility of personal data, within the constraints of current regulations and professional secrecy.
4. Personal data that are no longer necessary, or for which there is no longer a legal prerequisite for its storage, will be **irreversibly anonymized or destroyed in a secure manner**.
5. Personal data will be **stored only for the time necessary** to achieve the purposes for which they were collected:
6. personal, contact and payment details: they will be kept for the time necessary to manage the contractual / accounting obligations, therefore for a period of **10 years**;
7. health status data: they will be kept for the time necessary to carry out the assignment and to pursue the proper purposes of the same and in any case for a minimum period of **5 years** (art. 17 of the CD) and no later than the retention period envisaged for the personal and payment details.
8. Personal data may need to be made **accessible to Health and / or Judicial Authorities** based on specific legal duties. In all other cases, any communication may take place only with the explicit consent, and in particular:
9. personal, contact and payment details: may also be accessible to any collaborators, as well as to external suppliers that support the provision of services;
10. health status data: will be made known, as a rule, only to the interested party and only in the presence of a written consent to third parties (art. 12 C.D.). All suitable means will be adopted to prevent unauthorized knowledge by third parties, including those present at the time of the conferment. They may be shared, in the event of legal obligations, with structures / services / operators of the National Health System or other public authorities; in the case of collaboration with other subjects equally bound by professional secrecy (supervision, intervisions and / or team meetings), only the information strictly necessary in relation to the type of collaboration will be shared with this consent (art.15 C.D.).
11. Unless otherwise stated, the accounting information relating to health expenses will be transmitted to Agenzia delle Entrate (Revenue Agency), via the electronic flow of the **Sistema Tessera Sanitaria** (Health Card System), for the purpose of processing the **pre-filled Form mod. 730 / UNICO** and will also be accessible to the subjects to whom you are found to be fiscally dependent (spouse, parents, etc.). The opposition to the sending of the data (to be made through the point at the bottom of the present) does not prejudice the deduction of the expense, but only entails that the invoice is not automatically inserted in the pre-filled declaration.
12. Any **list of data processors**, and other subjects to whom the data is communicated, can be viewed on request.
13. Upon the persistence of certain conditions, in relation to the specificities connected with the execution of the assignment, it will be possible for the data subject to exercise the **rights referred to in articles 15 to 22 of the GDPR and D.Lgs. 101/2018** (right of access to personal data, right of rectification, right to cancellation, right to limitation of treatment, right to portability or right to obtain copy of personal data in a structured format of common use and readable by automatic device - in principle in question only data entered in the computer - and the right to be transmitted to another data controller). In the present case it will be the responsibility of the professional to verify the legitimacy of the requests, providing feedback, as a rule, within 30 days.
14. For any complaints or reports on the methods of data processing, it is good practice to contact directly Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Data Controller. However, it is possible to forward your complaints or reports to the Data Protection Authority using the relevant contact details: Garante per la protezione dei dati personali - piazza di Montecitorio n.121 - 00186 ROMA - fax: (+39) 06.696773785 - phone: (+39) 06.696771 PEO: garante@gpdp.it - PEC: protocollo@pec.gpdp.it .

**Seen and understood** all the above indicated,

□ on my own

□ as legal representant of Mr / Mrs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(in case of interdict)*

born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date of Birth\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **R**esidentialaddress\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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[N.B.: for minors, consult another specifically prepared form].

having received appropriate professional information and adequate information in relation to the costs, purposes and methods of the same, I express my free consent, by crossing the box below, with the aforementioned service and budget.

□ I PROVIDE CONSENT

having received appropriate information on the processing of personal data and in relation to what is indicated in relation to the processing of data relating to your health status, I express my free consent, by crossing the box indicated below, to the processing and communication of my personal data for all the purposes indicated in this statement.

□ I PROVIDE CONSENT

In case of health services for sending to the Agenzia delle Entrate (Revenue Agency) of the personal, contact and payment data via electronic transmission on the Sistema Tessera Sanitaria (Health Card System) for the purposes of the pre-filled income tax return.

□ I DO NOT PROVIDE CONSENT

Place and date\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Seal and signature of the Psychologist*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*