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## **INFORMED CONSENT FORM: OUTPATIENT SERVICES AGREEMENT**

Welcome to my practice. This agreement contains important information about my professional services and business policies. Any questions you might have can be discussed at our next meeting.

### **PSYCHOTHERAUTIC SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and patient, the particular issues you hope to address, and the different methods I may use to deal with those problems. Therapy is not like a medical doctor visit. Instead, it calls for active effort on your part. In order for you to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Because therapy often involves discussing unpleasant aspects of your 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 benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees as to what you will experience.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. Our first few sessions will involve an evaluation of your needs. If you have questions, we should discuss them whenever they arise. If requested, I will be happy to help refer you to another mental health professional for a second opinion.

### **MEETINGS**

I normally conduct an evaluation that lasts from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. By the end of the evaluation, I may offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. If we agree to begin psychotherapy, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week, at a time we agree on. Once an appointment hour is scheduled, **payment is expected unless you provide 48 hours advance notice of cancellation, regardless of the reason for the cancellation.** If it is possible, I will try to find another time to reschedule the appointment during the same week. At the end of the evaluation, I may also notify you if I believe that I am not the right therapist for you and, if so, I will give you referrals to other practitioners who I believe are better suited to help you.

### **MISSED SESSIONS**

The practice is designed to provide **weekly psychotherapy** (unless more or less frequent sessions have been **explicitly** agreed upon by provider and patient). Therefore, the patient is expected to make every effort to attend weekly sessions. **For each half of the calendar year (January-June and July-December), a patient may miss up to two sessions without a cancellation fee, provided the usual 48-hour cancellation notice is provided.** In the event that more sessions are missed, every effort will be made to provide rescheduling of the missed session during the week of the missed session. If the session cannot be rescheduled, the patient remains responsible for the payment of the missed session. Any cancellations from the provider will not count toward the two uncharged announced absences per six-month period. This arrangement promotes continuity of care and stability in the therapeutic frame.

### **PROFESSIONAL FEES**

My hourly fee for a 50-minute session is currently \$250.00, with a limited number of sliding-scale appointments available when arranged in advance. Sliding-scale requests will generally require the submission of documentation of

your financial situation. If we meet for more than the usual time, I will charge accordingly after informing you and receiving your verbal or written consent. In addition to appointments, the same hourly rate applies for other professional services you may need, prorated for periods of less than one hour to the nearest five-minute increment. Other services include reports (beyond standard record-keeping), telephone conversations over 10 minutes, meetings with other designated professionals, treatment summary preparations, and time spent performing any other requested services. If you should become involved in legal proceedings that require my participation, payment is expected for any professional time spent, including requests from other authorized parties. I charge \$600 per hour for professional services I am asked or required to perform in relation to any legal matter, and, if legally allowed, I reserve the right to refuse such participation on a case-by-case basis. Copying fees are \$0.75 per page for records requests.

### **RATE ADJUSTMENTS**

In odd numbered years, a rate increase of \$15 per session will take effect at the beginning of January unless notified otherwise. Any other change of rate will only occur with 90-day written notice.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless agreed otherwise or unless insurance coverage requires another agreed upon arrangement. **I may process credit card payments to the card on file up to 24 hours in advance of your appointment.** Payment schedules for other professional services will be agreed to when such services are requested.

If your account has not been paid for more than 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 small claims court. If legal action is necessary, costs will be included in the claim. In most collection situations, the only information I will release regarding a patient's treatment is his/her name, contact information, the dates, times, and nature of services provided, and the amount due.

### **INCLEMENT WEATHER**

In the event of inclement weather, the office will follow the NYC Public School determination regarding being open or closed. When schools are closed, the office will be closed, and no cancellation fees will be due. If schools are open, sessions will be held as usual and the typical cancellation policy will apply.

### **LATE ARRIVAL**

If you have not arrived at least 15 minutes after a session was scheduled to begin, the session will be cancelled, and a cancellation fee will apply.

### **INSURANCE REIMBURSEMENT**

In order to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health insurance policy, it usually provides some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are ultimately responsible for full payment of fees.

You should carefully read the section in your insurance coverage documentation that describes mental health services. If you have questions, call your plan administrator. I will also provide you with whatever information I can based on my experience and am happy to help you understand information from your insurer when possible. If necessary, I am willing to call the insurance company on your behalf to obtain clarification.

Due to the rising costs of health care, health benefits have become increasingly more complex, and it may be difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. Though a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Once we have all of the information about your insurance coverage, we will discuss what we can expect to

accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions.

You should also be aware that most insurers require that I provide them with a clinical assessment. Sometimes I have to provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information becomes part of insurance company files. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any records I submit, if requested. ***You understand that, by using your insurance, you authorize me to release such information to your insurance company. I will try to keep that information limited to the minimum necessary.*** It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

## **CONTACTING ME**

I am often not immediately available by telephone. Though I am usually in my office between approximately 10 AM and 7 PM, I probably will not answer the phone when I am with a patient. When unavailable, my telephone will go to voice mail that I monitor frequently. I will make every effort to return calls within 48 hours of receipt, excepting weekends and holidays. If you are difficult to reach, please inform me of times you are available. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or go to the nearest emergency room and ask for the psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## **ELECTRONIC COMMUNICATION POLICY**

Many common modes of communication may put your privacy at risk and can be inconsistent with the law and standards of my profession. Consequently, this policy has been prepared to assure the security and confidentiality of your treatment and to assure that it is consistent with ethics and the law.

If you have any questions about this policy, please feel free to discuss with me.

### Email Communications and Text Messaging

I use email communication and text messaging only with your permission (which is implied if you initiate such communication) and only for administrative purposes unless otherwise agreed. Email exchanges and text messages should be limited to setting and changing appointments, billing matters, and other related issues. Please do not email about clinical matters because it is not a secure way to contact me. If needed, please feel free to call to discuss clinical matters. A telephone or face-to-face conversation is simply much more secure. Because text messaging is insecure, I do not text message or respond to text messages except as explained above, and text messages should be used only for logistical matters such as scheduling, billing, or updates when arriving late, etc.

### Social Media

I do not communicate with, or contact, any clients through social media platforms like Twitter and Facebook. In addition, if I discover that I have unknowingly or accidentally established an online relationship with you or had an online relationship with you prior to commencing professional services with you, I will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you.

I participate on various social networks, but not in my professional capacity. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communications with clients online have the potential to compromise the professional relationship. At the same time, discussing such online encounters forthrightly has the opportunity to protect and deepen the therapeutic alliance. In addition, please do not try to contact me in this way. I will not respond and will terminate any online contact no matter how accidental.

I may, at times, create online social media pages for my professional practice to inform the public about my services and promote my work in the public forum. If I choose to do so, you are in no way obligated to “like” or otherwise

interact with such a page. Doing so could have the possibility of making your confidentiality less secure, as such online “likes” often are visible to others.

### Website

You are welcome to access and review the information that I have on my website and, if you have questions about it, we can discuss it during your therapy sessions.

### Web Searches

I generally will not use web searches to gather information about you without your permission, except in extenuating circumstances (such as finding contact information if I have been unable to contact you). I believe that this violates your privacy rights; however, I understand that you might choose to gather information about me in this way. In this day and age there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that person and some of which may be inaccurate or unknown. If you encounter any information through web searches, or in any other fashion for that matter about which you have questions, please discuss this with me during our time together so that we can deal with it and its potential impact on your treatment.

Recently it has become fashionable for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments because of confidentiality restrictions. If you encounter concerning reviews of me or any related professional with whom you are working, please share it with me so we can discuss it and its potential impact on your therapy.

## **CONFIDENTIALITY**

In general, the privacy of all communications between a patient and a psychotherapist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions. In some legal proceedings, a judge may order my testimony if he/she determines that the issues demand it, and I must comply with that court order.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient’s treatment. For example, if I believe that a child, elderly person, or disabled person is being abused or has been abused, I may be required to make a report to the appropriate state agency. In such instances, I make every attempt for us to do this together.

If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. If a similar situation occurs in the course of our work together, I will attempt to fully discuss it with you before taking any action. In such instances, I make every attempt for us to do this together.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. Ordinarily, I will not tell you about these consultations unless I believe that it is important to our work together.

Although this written summary of exceptions to confidentiality is intended to inform you about potential issues that could arise, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you and provide clarification when possible. However, if you need specific clarification or advice I am unable to provide, formal legal advice may be needed, as the laws governing confidentiality are quite complex and I am not an attorney.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

PATIENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_