



Success Behavioral Health Services *"We always have your success in mind"*

Informed Consent

Welcome to my practice. This document contains important information about my professional services and business practices. Both federal and state laws, statutes and regulations and professional ethical guidelines require that I give you this information. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

Independent Contractor

I am an independent contractor and not an employee of Success in Mind. The Center only provides me with facilities and with support services such as billing. I am solely responsible for all the professional services that I provide to you.

Psychological Services Provided

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

The term "psychotherapy" is a general one and covers a number of different approaches and techniques. Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. You might also decide to make significant changes in your life that others may not like because of your experience in psychotherapy. There are also no guarantees about how effective your treatment will be.

On the other hand, research has demonstrated that most people, most of the time, obtain significant and substantial benefits from psychotherapy and are satisfied with their experience. These benefits might include a reduction of unpleasant emotions and an increase in pleasant ones, an improved ability to function on a day-to-day basis, and an increased sense of well-being. It is critical that we work as a team. Psychotherapy also requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

The first couple of sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. This might also include seeing other healthcare providers for adjunct medical services.



At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Couples Therapy

If you are engaging in couples therapy, you understand that anything either of you might say to me individually, whether by phone, email, or in an individual session, may not be held as confidential and at my discretion may be shared with the spouse/partner during a subsequent couple session. While in therapy, changes that one or both of you makes will have an impact on your partner and on others around you. Such changes can have both positive and negative effects and both of you agree to clarify and evaluate potential effects of changes before undertaking them. [This is especially true if you have dependent children.] Also it is important to understand that the information discussed in therapy is for therapeutic purposes, is not intended for use in any legal proceedings involving the partners, and you agree not to subpoena me to testify for or against either party or to provide records in a court action.

My therapeutic focus in couples therapy is on preserving and enhancing the relationship rather than a focus on individual happiness. If remaining together is harmful to one or both partners, the focus will be on facilitating an amicable separation.

Sessions

Appointments will ordinarily be 45 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24 hours notice. If you miss a session without canceling, or cancel with less than 24 hours notice, my policy is to collect the missed appointment fee of \$60.00 [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the fee as described above. If it is possible, I will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

Professional Fees

My standard fee is \$80 per 45 minute session. I will also charge you on a prorated basis for adjunct professional services that you might request such as any reports to others about your treatment, phone conversations over 10 minutes, email correspondence, consultations with other professionals, or other services. In rare circumstances, you or others might require me to



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be involved in litigation or other legal proceedings. There are charges for this. Because of the complexity and difficulty of legal involvement, my fee is \$225 per hour for attendance at any legal proceedings, providing testimony and other such services and for preparation to do so. My fee for testifying at a hearing or in a court proceeding is \$1200 for a half day or \$2400 for a full, eight hour day, billed in half-day, 4 hour increments.

Billing, Payments, and Insurance

You must pay for each session at the time of that session, unless we agree otherwise or your insurer requires another arrangement. If you are already a client and encounter unusual financial hardship, I might be willing to negotiate a reduced fee.

If your account is more than 60 days in arrears and we have not negotiated a payment plan or other arrangement, I have the option of using legal means to secure payment, including a collection agency or small claims court filing. If such legal action is necessary, I will include the costs of bringing that proceeding in the claim. In most of these cases, I will release only your name, the nature of the service provided and the amount due.

Most clients have and use health insurance benefits to pay for treatment services. Insurance benefits are often a very complex matter. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, the office and I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but ultimately it is your responsibility to determine your benefits for your treatment with me. Neither SIM staff nor I can guarantee that any advice we offer you will result in your insurance paying for your treatment.

Typically insurance companies require that you authorize me to access your benefits and to release to them a clinical diagnosis and the type and dates of service. Sometimes insurance companies also require that provide additional clinical information such as a treatment plan, a treatment summary or, in rare cases, a copy of your complete record. This information will become part of the insurance company files and will probably be stored in a computer. 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 report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient. Either amount is to be paid at the time of the visit by check or cash. In addition, some insurance companies also have a deductible, which is an out-of-pocket



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amount that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions. If I do not participate in your insurance plan, I will supply you with a receipt of payment for services that you can submit to your insurance for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers.

It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by my provider contract. Some clients, even those with insurance benefits, pay with cash. Clients elect to pay cash for a variety of reasons. A very common reason is that clients do not want their insurance companies to know their diagnosis, their treatment plan and other personal information.

Contacting Me for Routine and Emergency Matters

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a voice mail message and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) contact your local Community Mental Health Services (I can provide these numbers for you and they are listed in the phone book), 2) go to your Local Hospital Emergency Room, or 3) call 911 and ask to speak to the mental health worker on call. I will make every attempt to inform you in advance of planned absences.

If you are in a crisis that can wait for you to see me, I will make every effort to schedule an appointment with you as soon as possible during my regular business hours. If you would like to see someone sooner, I or the clinic might be able to arrange for you to see another professional at the clinic.

Confidentiality

Generally I can release information about you, your clinical status and your treatment only with your express, written permission. The law requires, however, that I release such information to state and legal authorities or other individuals without permission in the following circumstances:

- If there is reason to believe that abuse of a minor, an elder or someone who is developmentally delayed is occurring



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- If a client is threatening serious bodily harm to another individual
- If there is a subpoena in matters of child custody and other matters

Unless otherwise clinically indicated, I will inform you of any such reports I make or the serving of any subpoena.

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. It is my policy not to provide treatment to a child under age 13 unless s/he agrees that I can share whatever information I consider necessary with a parent. For children 14 and older, I request an agreement between the client and the parents allowing me to share general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. All other communication will require the child's agreement, unless I feel there is a safety concern (see also above section on Confidentiality for exceptions), in which case I will make every effort to notify the child of my intention to disclose information ahead of time and make every effort to handle any objections that are raised. [By law in Virginia, parents/guardians have the right to see any written records that I keep about minor children, although requesting these records is rare.] In cases of Substance Use treatment, children at age 14 are able to seek treatment without parent/guardian consent and the records are protected under federal regulation 42 CFR Part 2. This regulation prohibits disclosure of information without specific written consent granted by the client.

Occasionally I will consult about a client with other professionals. I make every effort to not disclose information that might identify the client, and consultants are also legally and ethically bound to keep such information confidential.

If you have questions about matters of confidentiality, discuss them with me. I will do my best to address your concerns to the best of my ability. Do keep in mind, however, that these laws are complex and I am not an attorney. For any significant issues that arise, always consult an attorney.

Professional Records

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained in a secure location in the office. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they maybe misinterpreted and / or upsetting to untrained readers. For this reason, I recommend that we review them together to avoid misinterpretations. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon



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your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request. There will be a reasonable fee for the time and materials required to comply with your request for information.

Other Rights

If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients.