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## **Informed Consent for Therapy Services – Adult**

### **THERAPIST-CLIENT SERVICE AGREEMENT**

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. 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.

### **THERAPY SERVICES**

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

Psychotherapy has both benefits and risks. Risks may include feeling uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the doing psychotherapy requires talking about the unpleasant parts of your life. However, psychotherapy can have benefits for people who decide to do it. Therapy often leads to feeling less stress, increased satisfaction in relationships, greater awareness and insight, increased skills for managing stress and solutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy 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. That is why I often “prescribe” homework. If I feel a book or hand-out will benefit you, I will suggest it. Hand-outs I will give you for free, and books or workbooks can usually be found at your local library or through amazon.com for a relatively low cost to you.

The first few sessions will involve a thorough evaluation, or assessment, of many aspects of your past and present life. I will be able to offer you some initial impressions of what our work might involve once I finish your paperwork. You should think about what I tell you and make a decision about whether you feel comfortable working with me. If you have questions about my assessment process, please feel free to ask me. If I can’t answer your question right away, I will get one for you as soon as I can. If you decide at any time that I’m not the right person for you, please let me know and I can help you find someone who you think will be more helpful.

### **APPOINTMENTS**

Appointments will ordinarily be 60 minutes, once per week, at a time we agree on, although some sessions may be more or less frequent once both of us decide that the treatment portion of therapy is done and you are not ready to completely stop coming in. 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

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hour notice, my policy is to charge the amount I am allowed to bill your insurance company unless we both agree that you were unable to attend due to circumstances beyond your control. If it is possible, I will try to find another time during that week to reschedule your appointment so you will not have to pay the cancellation fee. 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. Excessive last minute cancellations and re-scheduling, or no-show/no-contacts for appointments will be discussed with you and another treatment schedule may need to be worked out. If you miss two appointments in a row due to last minute cancellations or no-shows, your appointment date and time will not be held and you will need to work out another day and/or time with me and I will charge you for the second no show/no contact or last minute cancellation. Please note, I am the owner of my business and therefore have the final decision on whether to charge you the last minute cancellation fee or not.

### **PROFESSIONAL FEES**

The standard fee for the initial intake is \$150.00 and each session thereafter is \$100.00, if you are a privately paying client. Otherwise, your insurance company co-pay/deductible/coinsurance rate is expected at each session. You are responsible for paying at the time of your session unless other arrangements have been made between you and me. Payment may be made by cash, debit, or credit cards, I do not accept personal checks. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to obtain payment from you.

In addition to weekly appointments, it is my practice to charge this amount on a prorated basis (I will break down the hourly cost) for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for my professional time even if another party compels me to testify.

### **INSURANCE**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission and within reason, I will file claims and find out what I can regarding information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Managed Health Care plans such as HMOs and PPOs often require advance authorization, without which they may refuse to provide payment 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. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy or make payment arrangements with you so you can continue therapy with me at a reduced rate.

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You should also be aware that most insurance companies require you to authorize that I provide them with a diagnosis. A mental health diagnosis is a term that describes what I think is your problem and whether the problem is a short-term or long-term problem. All diagnoses come from a book called the DSM V TR. There is a copy in my office and I will be glad to let you see it to learn more about your diagnosis. Sometimes I have to provide additional information such as treatment plans or summaries, or copies of the entire record (in rare cases). 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, I may need to get authorization from your insurance company before they will cover therapy fees. If I am not able 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-pay) to be covered by the patient. Either amount is to be paid at the time of the visit by check, cash, debit or credit card. Also, some insurance companies also have a deductible, which is an out-of-pocket amount, which must be paid by you 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 I have all of the information about your insurance coverage, we will talk about 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 treatment. 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 contract with your insurance company.

I would also like you to be aware that when I submit a claim to your insurance company, it can take up to 4-6 weeks before I find out whether I will get paid by them for seeing you or if they deny payment for services that I provided to you. If I get a denial, I will do everything I can to help get that denial reversed and have the insurance company pay for my services. If, for some reason, they still refuse to pay the claim, then I will need to make payment arrangements with you for the sessions I already provided to you. If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will refer you back to your insurance company to find eligible in-network providers in your area.

## **PROFESSIONAL RECORDS**

I am required to keep records of the services that I provide to you. Your records are maintained in a secure location in my office. I keep brief weekly notes that record the day and time you were here, topics we discussed, and any updated information about your medical, social, and treatment history.

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Also included in your record may be information I receive from other providers, copies of records I send to others, and your billing records. I am not allowed to give you third party information from your chart because of the federal law known as the Health Insurance Portability and Accountability Act, also called HIPAA. Except in unusual circumstances that involve danger to yourself or if you are a threat to others (have an active suicide or homicide plan or are making threats to carry out a plan), you have the right to a copy of your file. If you are seen as a couple or family, one person is considered the "Identified Client" or "IC," for billing purposes. That person is the only one allowed copies of the record, so if you want to give permission for your partner/spouse/family member/loved one access to/copies of the record, please ask me to have you sign what is called a Release of Information, or ROI, to give me legal permission to do so. Otherwise, in case of any future disputes about what was said in counseling, I will not be legally allowed to copy the record or even speak to whomever you came to counseling. Also be aware that I do not write down everything that it said, so you may remember something you said in session and I may not have written it down. Because your records are professional records, and I use medical terminology, they may be misinterpreted and/or upsetting to you. For this reason, I require that you review them with me. 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 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 (by signing a release of information) and at no cost to you. After seven years, I am no longer required by state law to keep your file. I will then send it to be shredded by a HIPAA authorized date destruction company although I will maintain your computer file if you decide you want a copy of it after seven years.

### **CONFIDENTIALITY**

My policies about confidentiality, as well as other information about your privacy rights, are fully described in two separate documents on my Forms page, called "HIPAA Rights" and "New Hampshire Mental Health Bill of Rights." I will review those documents with you in our first session if you would like and you will be able to ask me questions about them. Please remember that you can talk to me about them at any time during our work together. Also, please understand that I take this matter very seriously. Confidentiality means that I cannot even say "Hi" to you in a public place without you saying "Hi" to me first; otherwise, that is considered breaking your confidentiality. If you want to say hello to me, I will respond to you, but only if you initiate contact.

### **CONTACTING ME**

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 message on my confidential voicemail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. The best and fastest way to reach me is via email, sabryan1965@gmail.com, and is also available on my website. **If, for any number of unforeseen 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, go to your local hospital emergency room or call 911. I will contact you as soon as I possibly can to see what I can do to help you. I would appreciate a phone call from you or one of your loved ones if you do get hospitalized for any medical or psychiatric reasons.** Also, if

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I am going to be out, I will attempt to inform you in advance of planned absences, unless I am sick. I will then make every effort to contact you as soon as possible to let you know that I will not be seeing clients that day.

### **OTHER RIGHTS**

If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can talk to you about your concerns. Your feedback 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 never have social or sexual relationships with current or former clients.

### **CONSENT TO PSYCHOTHERAPY TREATMENT**

Your signature below indicates that you have read this Consent for Treatment, the HIPAA Rights and NH Mental Health Bill of Rights on my website, that you had time to ask me questions about this form, the NH Mental Health Bill of Rights, and HIPAA Rights, and anything else you read on my website, and that you agree to these terms.

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**Client signature and date**

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**Partner/Spouse/Loved One signature (if applicable) and date**

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**Sheila Bryan, LICSW**

**date**