



## Informed Consent for Psychotherapy

### General Information Agreement

*This form provides you, the client, with information that is additional to that detailed in the [Notice of Privacy Practices](#), and it is subject to HIPAA preemptive analysis.*

#### **PSYCHOTHERAPY SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular problems you bring forward. There are many different methods your therapist may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things you and your therapist talk about both during sessions and at home.

Psychotherapy can have benefits and risks. Since 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. However, there are no guarantees of what you will experience.

Your first session will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what the work together will include, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with this therapist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have any questions or concerns, please discuss them whenever they arise. You also have the right to ask about other treatments for your condition and their risks vs. benefits.

During the course of therapy, your therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and their assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho educational.

Your therapist does NOT provide custody evaluation recommendations, medication or prescription recommendations or legal advice, as these activities do not fall within their scope of practice.



## **CONTACTING YOUR THERAPIST**

Your therapist is often not immediately available by telephone. When unavailable, our telephone is answered by voice mail that is monitored frequently. Your therapist will return your call within 24 hours of receiving your message (or sooner), except for weekends and holidays. If you are unable to reach your therapist and feel that you can't wait for them to return your call, go to the nearest emergency room. In Atlantic County you may go to or call Psychiatric Intervention Program (PIP) at 609-344-1118. PIP is located at AtlantiCare Regional Medical Center in Atlantic City, and you enter through the emergency room. If your therapist will be unavailable for an extended time, they will provide you with the name of a colleague for you to contact, if necessary.

## **MINORS**

If you are under eighteen (18) years of age, be aware that the law may provide your parents/guardians the right to examine your health records. Your therapist will provide them only with general information about your work together, unless there is a high risk that you will seriously harm yourself or someone else. In this case, your parents/guardians will be notified. Your therapist will also provide them with a summary of your treatment when it is complete. Before giving them any information, your therapist will discuss the matter with you, if possible, and do their best to handle any objections you may have to such a discussion.

## **CONFIDENTIALITY**

All information disclosed within sessions and written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except when disclosure is required by law.

## **WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW**

Some not-already-mentioned circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to your therapist that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by your therapist. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Your therapist will use their clinical judgment when revealing such information. Your therapist will not release records to any outside party unless they are authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client (except if disclosure is required by law).



## **HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS**

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct your therapist, only the minimum necessary information will be communicated to the carrier. Your therapist has no control over, or knowledge of, what insurance companies do with the information they submit or who has access to this information. Be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into insurance companies' computers and reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

## **PAYMENTS & INSURANCE REIMBURSEMENT**

Clients are expected to pay the standard fee per session, or their insurance copayment, at the end of each session unless other arrangements have been made. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify your therapist if any problems arise during the course of therapy regarding your ability to make timely payments.

If you are paying out-of-pocket, you should remember that professional services are rendered and charged to the clients and not to the insurance companies. As was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, your therapist can use legal or other means (courts, collection agencies, etc.) to obtain payment.

## **RECORDS AND YOUR RIGHT TO REVIEW THEM**

Both the law and the standards of your therapist's profession require that they keep health records for at least seven (7) years. Unless otherwise agreed to be necessary, your therapist retains clinical records only as long as is mandated by New Jersey law. If you have concerns regarding the records, please discuss them with your therapist. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when your therapist assesses that releasing such information might be harmful in any way. In such a case, your therapist will provide the records to an appropriate and



legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, your therapist will release information to any agency/person you specify unless your therapist assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, your therapist will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment (except if disclosure is required by law).

## **MEDIATION & ARBITRATION**

All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of your therapist and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Atlantic County, New Jersey in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, your therapist can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

## **E-MAILS, CELL PHONES, COMPUTERS, AND FAXES**

Be aware that computers and e-mail communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. E-mails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all e-mails that go through them. It is important that you be aware that e-mails, faxes, and important texts are part of your health records. Additionally, your therapist's e-mails are not encrypted. Your therapist's computers are equipped with a firewall, a virus protection, and a password and they also back up all confidential information from their computers on a regular basis. Please notify your therapist if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell phone, or faxes. If you communicate confidential or private information via e-mail, your therapist will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters via e-mail. Please do not use e-mail or faxes for emergencies. (Note that the center offers the option of encrypted e-mail communication that requires password access, which is more secure than use of unencrypted e-mailing.)



## **SOCIAL NETWORKING**

We do not accept friend requests from current or former clients on social networking sites, such as Facebook. We believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, we request that clients not communicate with therapists via any interactive or social networking web sites.

## **TERMINATION**

After the first couple of meetings, your therapist will assess if they can be of benefit to you. Your therapist does not accept clients who, in their opinion, they cannot help. In such a case, they will give you a number of referrals whom you can contact. If at any point during psychotherapy, your therapist assesses that they are not effective in helping you reach the therapeutic goals or that you are non-compliant, they are obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, they would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, your therapist will talk to the psychotherapist of your choice in order to help with the transition. If, at any time, you want another professional's opinion or wish to consult with another therapist, your therapist will assist you with referrals, and, if they have your written consent, they will provide them with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, and if appropriate, your therapist will offer to provide you with names of other qualified professionals.

## **DUAL RELATIONSHIPS**

It is important to realize that in some communities, particularly small towns, military bases, university campus, etc., multiple relationships are either unavoidable or expected. Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs your therapist's objectivity, clinical judgment or can be exploitative in nature. Your therapist will never acknowledge working with anyone without their written permission. Your therapist will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise your therapist if the dual or multiple relationship becomes uncomfortable for you in any way. Your therapist will always listen carefully and respond to your feedback and will discontinue the dual relationship if they find it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

## **CONSULTATION**

Your therapist consults regularly with other professionals regarding their clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.



## **CANCELLATION**

Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 day) notice is required for re-scheduling or canceling an appointment. A \$50 fee will be charged for sessions missed without such notification. Insurance companies do not reimburse for missed sessions.

## **EMERGENCY**

If there is an emergency during therapy, or in the future after termination, where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, they will do whatever they can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, they may also contact the person whose name you have provided as an emergency contact on the *Client Information Sheet*.