



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 client, 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 to, in part, the specific problem that is being treated and an 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 the therapist's 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 typically will return your call within 24 hours of receiving your message (or sooner), except for weekends

and holidays. Depending upon your communications arrangement with your therapist, you may also be able to send an email or text message. If your therapist will be unavailable for an extended time, you will be provided with the name of a colleague for you to contact, if necessary.

If you are unable to reach your therapist and feel that, due to a mental health crisis, 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 the Psychiatric Intervention Program (PIP) at 609-344-1118. PIP is located at the AtlantiCare Regional Medical Center in Atlantic City, and you enter through the emergency room. (For other counties in NJ, click [here](#) for the designated mental health crisis screening center.) You can *also call/text 988 or chat at 988lifeline.org during a mental health crisis.*

MINORS & ADULTS WITH COURT-APPOINTED GUARDIANS

If you are an individual under 18 years of age or an adult with a court-appointed guardian who is responsible for your healthcare, be aware that the law may provide your parents/guardians the right to examine your health records. It is Center policy for your therapist to provide your parents/guardians with general information about your treatment, if requested, but NOT to share specific information that you have disclosed to the therapist without your agreement (see exceptions to this policy noted in *When Disclosure Is/May Be Required by Law*). Note in New Jersey: (1) a minor 16 years of age and over can consent to behavioral health services on a temporary outpatient basis without parental consent, and (2) minors 14 years of age and older must provide permission, along with the guardian, to provide information to a third party.

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/MAY BE REQUIRED BY LAW

Some not-already-mentioned circumstances where disclosure is/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 the 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 couples 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 clinical judgment when revealing such information. Your therapist will not release records to any outside party unless authorized to do so by all adult parties who were part of the family therapy, couples 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 submitted 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 Mindful Counseling Center's standard fees per psychotherapy session, or your health insurance copayment/deductible, when services are rendered, unless the Center agrees to other payment arrangements as documented in your client file. (Click [here](#) for information on good faith estimates for self-pay costs of psychotherapy through the center). 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 counseling regarding your ability to make timely payments.

Valid major credit or debit cards, cash, and personal checks are accepted forms of payment. An electronic record reflecting charges and payments is in your client chart in the Center's secure electronic health records (EHR) system. A receipt is available upon your request after each counseling session.

Regardless of the payment method you choose to utilize, the center requires valid credit or debit card information from you in advance of your first counseling session. This information will be encrypted and stored on our secure EHR system. If you have outstanding fees, the credit/debit card you supply will be charged the balance, unless the center agrees to other arrangements as documented in your client file.

If you are self-paying but planning to seek reimbursement for the costs of psychotherapy via your out-of-network (OON) health insurance benefits, note that our psychotherapy services are rendered and charged to you, the client, and not to your health insurance provider. However, we can provide you a statement detailing your charges and payments on an as-needed basis. You then can submit the statement to your health insurance provider to request reimbursement. We may be able to assist you in submitting insurance claims of this nature. (If you have health insurance that offers OON benefits, you may be able to receive a percentage of reimbursement after meeting your yearly deductible. Check with your health insurance

provider to verify the specifics of your benefits (counseling issues or mental health conditions/problems are reimbursable, the rate of reimbursement, etc.).

If a check is used for payment and is returned to the center by your bank unpaid due to nonsufficient funds, you will be invoiced for the original amount due, plus a service fee of \$15, unless you and your therapist have agreed to other arrangements as documented in your client file. Original checks will not be resubmitted.

If you do not pay your full out-of-pocket costs at the time services are rendered, no further counseling sessions can be booked until outstanding fees are paid, unless other arrangements are agreed to and documented in your client file. If you have an outstanding balance due after 30 days from the date of service or due to multiple no-shows/cancellations, and other arrangements are not in place (e.g., a payment plan), you will be removed from the counseling schedule and offered referrals to other providers.

If you fail to pay outstanding balances within 30 days of a final notice thereof, the Center may use legal action to obtain payment. If court or collection processes are used, you may be required to pay fees in addition to your balance (e.g., interest on your balance, a collection fee, and/or attorney fees). The HIPAA Privacy Rule permits disclosures without consent for payment purposes, but requires the disclosure of the “minimum necessary” amount of individually identifiable health information.

RECORDS AND YOUR RIGHT TO REVIEW THEM

Both the law and the standards of your therapist’s profession require that health records are kept 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.

ELECTRONIC COMMUNICATIONS

(Also see [Communications Technology Information](#))

Be aware that electronic communications can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. For example, faxes can easily be sent erroneously to the wrong address. E-mails and text messages 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, text messages, faxes, and other electronic communications you share with us become part of your health records.

The center offers the option of encrypted e-mail communication that requires password access, which is more secure than use of unencrypted e-mailing. However, your therapist's e-mail and text message communication with you is not encrypted. The computers of Center therapists are equipped with a firewall, virus protection, and a password and therapists 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-mails, text message or faxes for emergencies.

In general, center communication with clients outside of counseling sessions (e.g., to make, reschedule or cancel appointments) is to occur via phone calls, emails, and text messages.

As far as social media, it is our Center's policy not to accept friend requests or messages from clients on our social media sites and/or otherwise communicate with them via such sites, as it can potentially compromise their privacy and confidentiality. For this same reason, we request that you not communicate with Center therapists via their personal social media accounts.

TERMINATION

After the first couple of meetings, your therapist will assess if psychotherapy can be of benefit to you. Center therapists do not accept clients who, in their opinion, they cannot help. In such a case, your therapist will give you a number of referrals to mental health providers whom you can contact. If at any point during psychotherapy, your therapist assesses that psychotherapy sessions are not effective in helping you reach your therapeutic goals or that you are non-compliant, the therapist is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, your therapist will 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

Center therapists consult 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' 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. (Also see the [Appointment No-Show/Late Cancellation Policy](#).)

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, the therapist will do whatever can be done 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, your therapist may also contact the person whose name you have provided as an emergency contact on the *Client Information Sheet* in this forms package.

Rev. 9-2023