

Informed Consent For Psychotherapy

Ben Endres LCSW, PhD

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign or provide a written acknowledgement that you have read and agree to this, it will represent an agreement between us.

Psychotherapy

Psychotherapy is not easily defined in formal terms. It varies depending on the personalities of the psychotherapist and the patient/client (I use these terms interchangeably), and the particular problems you hope to address. There are many different methods I may use to deal with those problems. Psychotherapy is not like most medical doctor visits. 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 we talk about, both during our sessions and between our meetings.

Psychotherapy can have **benefits and risks**. Because therapy often involves discussing difficult aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. You may have insights about yourself and others that are painful to you. 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 that you will experience these benefits.

Our first few sessions will involve an assessment of your needs. I will be able to offer you some first impressions of what our work will include and a general plan for therapy and how it may be helpful. You should consider this information along with your own opinions about whether you feel comfortable working with me. If either you or I think I am not a good fit for your needs, I will give you referrals to other practitioners who may be better suited to help you.

Therapy involves a large commitment of time, money, and energy, and so you should be very careful about the therapist you select. If you have questions about my approach, 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.

MEETINGS

Depending on your needs, my schedule and insurance guidelines, we will meet for either 45 or 55 minutes. Although weekly psychotherapy is most common, we may schedule less frequently if it is appropriate.

Once an appointment hour is scheduled, you will be expected to pay for the session unless you provide 24 hours advance notice of cancellation. If it is possible to find another time to reschedule the appointment during that same week, I will likely waive the fee for the cancelled session.

If I miss a session with you because of some error on my part, I will offer to reduce or waive the fee at our next session, depending on the circumstance.

PROFESSIONAL FEES

My hourly fee scale is from \$100-\$150. During a phone consultation or at our initial meeting we will determine the appropriate fee based on your financial situation.

If we decide to meet for a longer session (e.g. 90 minutes) or a shorter session (e.g. 30 minutes), I will prorate the session accordingly.

In addition to weekly appointments, I charge this same hourly rate for other professional services you may need, prorated for periods of less than one hour. Other professional services include: report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of treatment summaries, and the time spent performing any other service you may request of me.

If you become involved in legal proceedings that require my participation, you will be expected to pay for any professional time I spend on your legal matter, even if the request comes from another party.

You should feel free to discuss any concerns about the fee or your ability to pay. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree to your being billed, or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when such services are requested.

I use a billing service for many of my clients and will need to share basic demographic information, session meeting times, and (if using insurance) diagnostic codes with this billing service.

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 going through small claims court. If such legal action is necessary, its 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, the dates, times, and nature of services provided, and the amount due.

INSURANCE REIMBURSEMENT

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. 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 responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

You should also be aware that most insurance companies require that I provide them with your clinical diagnosis. 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 will become part of the 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 you request it.

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.

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. 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 the insurance contract.

CONTACTING ME

I am usually **not** immediately available by telephone. Though I am usually available during weekday business hours, I probably will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voicemail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or 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.

I allow clients to contact me via text message and email, neither of which considered a secure form of communication for health care information. After reviewing the risks, some of my clients are comfortable scheduling or providing other limited forms of communication through text and email. If you communicate with me via text or email you are assuming the risks to privacy of such communication.

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 most legal proceedings, you have the right to prevent me from providing any information about your treatment. 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.

If I believe that a patient is threatening serious bodily harm to another, I may be 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.

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 in person.. 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
