

Phillips Mental Health Counseling, P.C

Form #2: Informed Consent to Treatment Contract and Office Policies

Please read, sign, and return document to Lynda@phillipscounselingpc.com

Welcome to my practice. This document contains valuable information about my professional services and 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 this document, it will represent an agreement between us.

Education and Qualifications

I have obtained a Doctor of Psychology, (PsyD) and a Master of Science degree in Clinical Mental Health Counseling. I am an National Certified Counselor, (NCC) and a Licensed clinical mental health counselor (LCMHC) in New York State. I am also a Canadian Registered Psychotherapist of Ontario, (CRPO). I continued my psychology studies at Coler Hospital and Rehabilitation Center in Manhattan. I work from an integrative perspective and rely on a broad range of techniques, including, narrative, cognitive-behavioral, and individual psychology interventions. As a professional mental health therapist, I bring certain expertise to our collaboration. I enjoy working with a diverse range of people of all ages.

The Process of Therapy and Evaluation

During our first meeting, I will assess whether I can be of help to you. I do not accept clients who I believe I cannot help, if so, I will refer you to another practitioner.

If you are better suited to take advantage of any procedures that I do not provide, I have an ethical obligation to help you in obtaining those treatments.

Psychotherapy cannot be 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 I may use to deal with the problems that you hope to address. Psychotherapy calls for a very active effort on your part. For the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home. I may challenge your perceptions or propose alternative ways of thinking; certain situations may cause you to feel angry, upset or frustrated. Change may be quick and easy, or it may be gradual and quite frustrating for you. Your involvement and openness are needed to change your behavior, thought process and feelings.

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. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow. You

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should evaluate this information along with your opinions of whether you feel comfortable working with me. Therapy involves a significant commitment of time, money, and energy, so you should be very careful about the therapist you select. 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.

Session Meetings

I typically conduct an evaluation that will last from 1 to 3 sessions. During this time, we can both decide if I am the best person to provide the services you need to meet your treatment goals. I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment time is scheduled, you will be expected to pay for it unless you provide no less than 24 hours notice of cancellation, unless we both agree that you were unable to attend due to circumstances beyond your control. I will try to find another time to reschedule the appointment for a day and time that suits you.

Termination and Follow-Up

When the time comes to terminate our work together, we will discuss how you will know if or when you should return or whether a regularly scheduled “check-in” might work best for you. I recommend that we have closure with at least two termination sessions.

I will look at your case scenario with you and exercise my professional judgment about what treatment will be in your best interest. Your responsibility is to make an effort to fulfill the treatment recommendations. If you have concerns about my treatment recommendations, I encourage you to speak to me about them.

If I am not useful in helping you reach your therapeutic goals, I am obliged to talk to you about this, and if appropriate, terminate treatment and give you a referral to another professional mental health therapist. If you request and authorize in writing, I may talk to the psychotherapist of your choice.

Professional fees

My hourly fee is \$150.00, or the contracted rate I have with your insurance company. In addition to weekly meetings, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or 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 my professional time even if I am called to testify by another party. ***Your insurance company is not responsible for paying services rendered outside of psychotherapy.***

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Billing and payments

You will be expected to pay for each session at the time the session is held, unless we agree otherwise or unless you have insurance coverage which requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

If your account is delinquent for more than 60 days and arrangements for payment of the sessions have not been agreed upon, I have the right to use 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, the costs incurred will be included in the claim.] In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. No information about your health record will be disclosed for any collection services utilized.

Insurance Reimbursement

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 paramount 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. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more involved. 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 authorization before they provide reimbursement 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 treatment, some patients feel that they need more services after insurance benefits end.

You should also be aware that most insurance companies require you to *allow* me to provide them with a *clinical diagnosis*. Sometimes I have to provide additional clinical 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. Though all insurance companies claim to keep information confidential, I have no control over what insurance companies 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

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submit if you request it. *I understand that by using your insurance, I am aware that such information may be provided to them. 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 contract.

Contacting Phillips Mental Health Counseling PC or Lynda Phillips.

National suicide prevention lifeline tel. number is 1-800-273-8255

Please leave a message between regular office hours or you may send an email. I am often not immediately available by telephone when working. While I am usually in my office between 9 AM and 5 PM, I will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by an answering service voice mail that I monitor frequently. I will make every effort to return your call.

If you are difficult to reach, please inform me of times when you will be available. You can call me or text using SIGNAL, which is a free APP you may download on your smartphone. SIGNAL, is encrypted end to end which means the voice call, text messaging and video conferencing are secure, and HIPPA compliant. You may also send an email. If you would like to contact me through the secure portal on my website that is fine as well. I am available by appointment during the day and evening.

Email: Lynda@phillipscounselingpc.com

Website: www.Phillipsmenathealthcounselingpc.com

IN AN EMERGENCY

If you are unable to reach me and feel that you can't wait for me to return your call, or this is an acute emergency call 911 or go your nearest emergency room hospital and ask for the psychiatrist that is on call or contact your family physician.

The National Suicide Prevention Lifeline: Telephone 1-800-273-8255.

Website: www.crisistextline.org

Long Island Suicide and Crisis hotline: 1-516-679-1111

Website: www.longislandcrisescenter.org

Professional Records

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. I am more than willing to conduct a review meeting without charge. A minimal photocopy fee will be charged to you for copies of the treatment records that you request from my office.

Minors

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss. At the end of your treatment, I will prepare a summary of our work together for your parents, and we will review it before I send it to them.

Confidentiality

Confidentiality refers to the obligation of a licensed mental health professional to protect clients from unauthorized disclosure of information revealed in therapy. “Once private information has been disclosed to a licensed mental health professional, with exception that such information will not ordinarily be disclosed to third parties, it becomes confidential” (Smith-Bell & Winslade, 1994, p.181).

The American Psychological Association, the National Board for Certified Counselors, and the American Counselors Association ethical code of conduct, and New York State Law and the Federal HIPPA regulations, protect the privacy of all communications between a client and licensed mental health professional.

Confidential information may be discussed with others with the consent of the client or his/her legal representative or when to do so is mandated by law or permitted by law for a valid purpose. The latter provision applies to a number of situations including the following.

- *The Client is a Danger to Him/Herself:* When I believe a client is at high risk for suicide, I must take action to protect the client’s safety. I may respond by establishing a no-suicide contract with the client, contacting the clients family, or having the client hospitalized. I will, if possible, discuss with the client my intended action, and disclose to others only relevant information to the situation.
- *The client is a Danger to Another Person:* I am required or authorized to warn/protect identifiable third parties at risk of harm from therapy clients. I have the duty to warn/protect an intended victim by warning him/her, notifying the police, or taking other steps, when a client poses clear and imminent danger to an identifiable victim or identifiable class of victims.
- *The Client is the Perpetrator or Victim of Child Abuse:* All jurisdictions require me to make a report to an appropriate authority when I know or suspect that child abuse has occurred, and grant reporters immunity from civil or criminal liability when a report has

been made in good faith. There are no limits on child abuse reporting, as long as the victim is still a minor.

- *Adult and Domestic Abuse*: If I have reason to believe that an individual, elderly or disabled person who is protected by State Law has been abused, neglected, or financially exploited, I must report this belief to the appropriate authorities.
- **Legal/Regulatory Actions**: Disclosure of your personal health information to a health oversight agency for oversight activities that are authorized by law, including licensure or disciplinary actions. If a client files a complaint or a lawsuit against me, I may disclose relevant information regarding that patient to defend myself in a court of law or with an ethics board.

Judicial and Administrative Proceedings

If you are involved in a court proceeding and information is requested from a party about your treatment and your clinical records, this information is **privileged under state law, and may only be released with a court order. Any other information regarding psychological services is also privileged, and cannot be released without a court order or your written authorization.** This privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You should be warned if this was the case.

Lawsuits and Disputes. We may disclose your health information if we are ordered to do so by a court or administrative tribunal that is handling a lawsuit or dispute.

Workers' Compensation

We may disclose your health information for workers' compensation or similar programs that provide benefits for work-related injuries.

- In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to discuss it with you before taking any action.

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Consultation

I may occasionally find it helpful to consult other professionals about a case. During a meeting, names or any identifying information are never mentioned; your confidentiality will be maintained. I will have you sign a release of information form if I feel it is necessary for me to consult with another professional in-depth and identifying information may be shared, **I will not consult with another professional without the release of information form signed by you in advance.**

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be necessary because the laws governing confidentiality are quite complex. If you request, I will provide you with relevant portions or summaries of the state laws regarding these issues. You may also find a full copy of the Privacy Practices (HIPPA), on my website and in my office. If you would like a copy of the HIPPA disclosure, please print it from my website for your records.

Your signature below indicates that you have read in full (pages 1 through 7) the information in the *informed consent to treatment contract* and agree to abide by its terms during our professional relationship.

Print full name. _____ Date _____.

Signature _____.

Revised 08/2021.

End of Contract.