

# Informed Consent for Psychotherapy

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## INFORMED CONSENT FOR PSYCHOTHERAPY

### GENERAL INFORMATION

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself. The therapeutic relationship is important in the role of therapy. Please discuss any concerns you might have if this is not a good time in which to engage in therapy, or if you feel that we are not a good fit, so we could talk about what other options might be available, including any referrals to other providers.

### COUNSELING SESSIONS

The initial session normally consists of a psychosocial assessment. You can expect that we will review this document together to ensure you understand certain points, as well as to allow you to ask any questions. The remainder of the session would focus on your presenting concern that is bringing you to therapy, a review of your symptoms, and gathering data about your past to help me share develop an impression of what could be useful in therapy. After our initial session, we would focus on developing a therapy or treatment plan with goals that you would like to accomplish. The frequency of session is based off of the severity of your symptoms and their interference with your functioning, compared with your goals and our agreed upon treatment plan. In general, therapy sessions are weekly between 45 - 60 minutes and may be reduced in frequency based on your progress.

### BACKGROUND AND APPROACH; SCOPE OF PRACTICE

I am a Licensed Mental Health Counselor [LMHC] in New York and was initially licensed in November 2019. I received my degree in Mental Health Counseling from Capella University in December 2017. Prior to receiving my license, I worked with a limited permit in a community clinic with individuals struggling with severe and persistent mental illness. In addition to individual therapy, I facilitated men's trauma groups, co-

occurring mental health and substance use groups, and anger management groups. I am a Certified Clinical Trauma Professional Level 2 [CCTP-II] and have completed coursework in somatic experiencing and Internal Family Systems [IFS], and Cognitive-Behavioral Therapy [CBT].

I use an eclectic approach drawing from CBT, DBT, somatic interventions, and parts approaches to explore an individual's experiences across their thoughts and emotions (top-down approach), and their feelings and sensations (bottom-up approach). My goal is to help people understand these patterns and their influence on actions in order to shift their relationship with these experiences and to develop new strategies to manage them.

There are numerous approaches a therapist may use when working with a client. I will provide you with information about the different approaches that I think will be useful in your situation and if I believe another approach may be more suited to your needs, or that I do not have sufficient competence in working with the areas in which you are struggling, I will inform you to discuss appropriate options and referrals. Additionally, you may decide that the approaches I am using are not a good fit. Should this occur, we can identify other therapy and treatment options to make sure you have a list of providers to choose from with other options.

#### EMERGENCIES.

In the event of a psychiatric emergency, and you are unable to reach me, please call a local Mental Health Hotline or CALL 911 or go to the nearest Emergency Room of your nearest hospital and ask to be evaluated by the psychologist or psychiatrist on call. For less urgent matters or for scheduling issues, please leave a message on my voicemail or by email. Email is not a secure, confidential form of communication and should not be used for discussion of clinical issues or for urgent communications.

Please do NOT call me in the event of psychiatric emergency as given the nature of my private practice, I am not available to respond to phone calls immediately and there may be a delay from your message until I am able to listen to it that may take up 24 hours.

#### FEES AND A GOOD FAITH ESTIMATE OF SERVICES

My rate for psychotherapy is \$120 for a 50 minute session, and \$135 for a 60 minute session.

As of January 1, 2022, the No Surprises Act requires that health providers give a good faith estimate to individuals that are planning on engaging in services without using insurance. This could mean that you are choosing not to use insurance even if I accept it, that I am out of network, or that you do not have insurance. The purpose of this Act is to allow individuals paying out of pocket to receive a reasonable estimate of the services they can expect. Should you be interested in a good faith estimate, I will provide this to you in advance of any service. The estimate is NOT a contractual obligation that you have to commit to these services, but rather informational so you can make informed decisions about your care. Should you not be interested in an estimate then you waive receiving one, although could always ask at a future time. Further information is detailed in a separate document titled "Right to Receive a Good Faith Estimate".

#### INSURANCE

I participate in-network with a specific insurance providers, and also provide documentation for individuals interesting in working with me out-of-network and seeking reimbursement from their provider. If you are working with me as an out-of-network provider it is important to contact them as you are responsible for all of the session fees and you may receive full or partial reimbursement according to your individual insurance provider's policies. If you are using insurance as either in-network or out-of-network, it is important to know that insurance companies require a diagnosis and treatment plan for the work that we do. Additionally, they may request access to your records including your diagnosis and treatment plan, progress notes, treatment summaries, or in some cases a copy of the entire record.

## COURT SERVICES

I do not engage in completing forms for any purposes in relationship to court proceedings, nor do I participate in lawsuits, unless compelled to do so by a subpoena or court order. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation, deposition, telephone time, transportation costs, court appearance, report writing, consultation and supervision, even if I am called to testify by another party up to a reasonable amount. I will provide you with a good faith estimate of the fees once I am notified of the proceedings and length of time and work that would be required.

## APPOINTMENTS AND CANCELLATIONS

Please remember to cancel or reschedule 24 hours in advance. If you cancel at or after the time of the appointment, or no show for an appointment, you will be responsible for the entire session fee depending on what type of appointment we have scheduled. If your cancellation is less than 24 hours, but prior to the start time of our session, you will be responsible for an adjusted fee of \$60. Any cancellation made prior to 24 hours of the appointment time will not incur a charge, although if this becomes frequent, we will discuss it in therapy to determine if it is interfering with your goals.

This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time. If we are unable to begin the session within 10 minutes after the start time due to arriving late, I will not be able to conduct the session and you will be responsible for the entire fee.

If you are in default of payment then I will not meet with you for a session, or schedule another session, until the payment has been resolved.

My rates are based off of the standard types of services available (30 minute session, 45 minute session, 60 minute session). The standard meeting time for psychotherapy is usually the 45 - 50 minute session. It is up to you, however, to determine the length of time of your sessions. Please discuss your preferences with me as we develop your treatment plan.

## TELEPHONE ACCESSIBILITY

If you need to contact me between sessions, please leave a message on my voice mail. I am often not immediately available; however, I will attempt to return your call within 24 hours. You may also text me on my phone to coordinate scheduling. Please be aware there is an inherent risk in text communication. Please

let me know if you do not wish to communicate via text. I do not provide phone sessions as face-to-face sessions are preferable to allow me to observe nonverbal communication as we meet. If an emergency situation arises, please call 911 or any local emergency room.

#### SOCIAL MEDIA AND TELECOMMUNICATION

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

#### ELECTRONIC COMMUNICATION

I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of California. Under the California Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that:

- (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.
- (2) All existing confidentiality protections are equally applicable.
- (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee.
- (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.
- (5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or

medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally to the therapist.

## MINORS

If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

## CONFIDENTIALITY

The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
5. Suspected neglect of the parties named in items #3 and # 4.
6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name.

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

## TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the

treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. You may also choose to terminate therapy for any reason at any time. I ask that you inform me so that we can have a final session to review your reasons and develop an appropriate plan based on your needs.

I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

The New York Board of Professions requires that any therapist working with an individual that is experiencing a severe and persistent mental illness or that is not showing improvement in their symptoms must be referred to a medical doctor for a consultation. If I have any concerns about this, I will bring them to your attention. The regulations further state that if an individual does not follow through with the referral to a provider, and the therapist is not able to coordinate treatment with the provider, then the therapist must terminate treatment. Should this occur, I will make every effort to provide you with appropriate resources in the community.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

#### ACKNOWLEDGEMENT

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.