



BLOOMGARDEN, OSTROFF & ASSOCIATES

INFORMED CONSENT TO TREATMENT

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As the client, it is important that you are aware of your rights, and also any legal limitations to those rights. As your therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

I. Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to confidentiality in your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. (The Notice of Privacy Practices that I gave you informs you more about the HIPAA law, which includes confidentiality issues). If you have any significant medical conditions that might impact your therapy, or are being prescribed medication by a medical doctor, I may ask you to sign a release form allowing me to speak with that doctor for coordination of care. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may also request anyone you wish to attend a therapy session with you.

The following are legal exceptions to your right to confidentiality:

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must contact appropriate authorities right away.
3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I would explore other options with you before I took this step.

4. If you are filing a complaint or are a plaintiff in a lawsuit where you bring up the question of your mental health, you will have already automatically waived your right to the confidentiality of these records in the context of the complaint or lawsuit. In spite of that, I will not release information without your signed consent or a court order. We can also discuss obtaining a protective order to help maintain confidentiality of records. Please let me know if you are in this kind of situation so that I can take the utmost care possible to protect your privacy in my records.

5. If you are under 14, your parents must sign official documents to consent to your treatment with me, and they have a right to be kept informed about your progress. It is my policy to come up with a reasonable arrangement so that parents can stay informed while at the same time maintaining confidentiality for the individual in therapy. It is important to me to respect your right to privacy as much as possible, and to keep you informed about what will be shared with a parent. Therefore, in the beginning of treatment, if you are under age 14, we all need to agree (parents, adolescent, child) on some guidelines about what information will be kept private and what will be shared.

6. If you are over 14 but under 18, your parents might want to be involved in your treatment in some way. If that is the case, we will discuss it early on in treatment to arrive at a mutually agreeable way to balance your needs for privacy with your parents' needs to know how well treatment is going for you. You have the same legal rights to confidentiality as adults over 18 do, but it may be mutually beneficial to have your parents involved in some way, so this is a treatment decision we will make together.

7. Disclosure of confidential information may be required by your health insurance company in order to process claims, and under HIPAA, I am permitted to release information needed for the processing of insurance claims to your insurance company. This is explained in depth in our Notice of Privacy Practices (NPP). If you so instruct, only the minimum necessary information will be communicated to insurance companies.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in couples therapy with me:

If you and your partner have individual sessions as part of the couples therapy, what you say in those individual sessions will be considered part of the couples therapy, and may be discussed in our joint sessions. Do not tell me anything you wish kept secret from your partner. I will remind you of this policy before beginning such individual sessions.

II. Record Keeping.

I maintain paper records in a secure, locked location in my office. I also keep electronic health records through a HIPAA compliant program called Therabill.

III. Diagnosis.

If a third party such as an insurance company is paying in full or for part of your bill, I am required to give a diagnosis to that third party for billing purposes. Also, according to the laws of the Pennsylvania Licensing Board I must have a diagnosis on record even if insurance is not involved. Diagnoses are technical terms that describe the nature of your problem. If you would like to know about the diagnosis I am using, feel free to ask and I will explain it to you. All of the diagnoses come from a book titled the DSM-V; I will be glad to bring in my copy of the DSM-V so you can read and understand your diagnosis.

IV. Other Rights.

You have the right to ask questions about anything that happens in therapy. I am always willing to discuss how and why I've made clinical decisions, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about specialized training for working with your concerns, and you can request that I refer you to someone else if you feel I am not the right therapist for you. You are free to leave therapy at any time.

V. Clinical Orientation/Treatment Approach.

My treatment approach is integrative. Depending on my training and areas of expertise, I may utilize concepts and techniques from different schools of thought and clinical approaches including, but not limited to Dialectical Behavior Therapy (DBT), Family Therapy, Emotionally Focused Therapy (EFT) for couples, Cognitive-Behavior Therapy (CBT), Humanistic-Existential, Gestalt, EMDR, Psychodynamic, and Relational-Cultural Theory (RCT). If you have a question about my clinical approach or technique, please feel free to ask about it and I will be happy to give you information, research, or other references about my treatment approach with you.

VI. Managed Mental Health Care.

If your therapy is being paid in full or in part by an insurance company, there are usually limitations to your rights as a client that are imposed by the managed care company. These may include limiting the number of sessions available to you, limiting the time period within which you must complete your therapy, or making treatment recommendations as they see fit. Sometimes they require progress reports in order to authorize continued treatment, and on rare occasions they request a copy of your case file. I will do all that I can to obtain pre-certification or authorizations for treatment, and I am happy to assist you in advocating with the insurance company if needed.

VII. Consultation with Colleagues.

There are times when I consult with professional colleagues to gain greater insight and feedback for my work. If I consult on my work with you, I will not use your full name and will be careful to not reveal other identifying information. If you

feel that I am in need of getting better information about a topic of concern to you, please let me know; I am always open to your suggestions and concerns.

VIII. Time Issues: Length of sessions, Timeliness of Sessions, Time Off.

Session length is 53 minutes, unless otherwise specified. I make every effort to begin sessions at our scheduled time. If you are late to your appointment, we will still need to end at our regular time. If I am late, I will make every effort to give you the full 53 minutes, but if that cannot be arranged, I will credit you the time. I am rarely late, and will make every effort to reach you in the event that I will be late or unable to make our appointment for some unforeseen reason.

Regarding taking time off, I am away from the office periodically for professional meetings and/or vacations. I will tell you in advance of any planned absences. In my absence I will provide you with the name/phone # of a therapist you can contact, if needed.

IX. Administrative and Billing issues

Whether you are paying privately or using insurance benefits, the practice uses Therabill (a HIPAA compliant software program) for billing purposes. During your initial phone consultation you will be asked to complete a billing intake form via email, and after your first therapy session we will email you a link to your patient portal.

X. Emotional Risks of Psychotherapy.

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior.

Therapy has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have, or even to your current functioning at times. You may find your relationship with me to be a source of strong feelings. This is something I welcome you to talk about with me and it is a normal occurrence in psychotherapy. Also, it is important that you consider whether the emotional risks are worth the benefits of changing. This is wholly your choice. You can discuss this in therapy too. Most people who take these risks find that therapy is helpful, and I will do what I can to help you minimize risks and maximize positive outcome.

XI .Telehealth Sessions

There are times when we might need to speak on the telephone. Usually, this is a short call to reschedule an appointment or some other logistical matter. If however, during the course of your therapy you need to do full phone or video conference sessions we will formalize arrangements about that. Other than brief calls that are logistical in nature, I prefer to schedule a half session for 25 minutes, or a full session for 53 minutes. My charge for that session is pro-rated from our regular fee. Insurance companies will usually pay for telehealth sessions, just as they do for in-person sessions. Should telehealth be something we agree upon, I will provide you with a separate consent form that gives more detailed information these services.

XII. Emergencies.

If you are having an emergency, please call me at the number I've given you and leave a message explaining the situation. I will get back to you as quickly as possible, but if you are in immediate danger and not able to wait for my return phone call, contact your local emergency room or call 911. After you have done that, also call 215-280-9649 for further assistance from our practice.

XIII. Termination.

You have the right to terminate treatment at any time. We will most likely decide together when therapy will end, with the following exceptions:

- a) If we have contracted for a specific short-term piece of work, we will normally finish therapy at the end of that contract.
- b) If I am not in my judgment able to help you reach your therapy goals, either because the kind of problem you have is outside the scope of my skill base or because I am experiencing you as non-compliant or non-responsive. If this is the case, I am required by professional ethics to inform you of this and refer you to another therapist who might better meet your needs. Should this situation occur, I will offer my assistance by providing referrals to other therapists/treatment programs for you.
- c) If you break a safety contract that we have agreed upon, by trying to harm yourself either directly, such as through a suicide attempt, or indirectly such as a through severe symptoms, or reject my treatment recommendations such that you continue to endanger your life regardless of various options that have been offered to you (e.g. such as hospitalization, medication, etc.), I reserve the right to discontinue therapy with you. I will try first to work with you and look at all options. If you cannot maintain a safety agreement and continue to endanger yourself regardless of my attempts to help you prevent that, I may attempt to hospitalize you involuntarily. I also reserve the right to refer you to another therapist who may be more able to work with your symptoms of self-harm.
- d) If you verbally or physically threaten to harm me, or are repeatedly verbally abusive towards me, or in any other way threaten me, I reserve the right to terminate our therapy

relationship. I will do all that I can to work with you to prevent such an episode from occurring if it appears possible.

XIV. Social Networking.

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

XV. Litigation Limitation.

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

Your Responsibilities as a Therapy Client

I. You are responsible for coming to your session on time and at the time we have scheduled. If you are late, we will end on time and not run over into the next person's session.

Please Note - Missed Session/Late Cancellation Fee: *If you miss a session without canceling, or cancel with less than 24 hours notice, there is a fee (\$75/\$90 depending on the degree of your therapist). I thank you in advance for letting me know if you are sick or otherwise unable to make your appointment.*

II. You are responsible for paying for your session (or paying your co-pay, co-insurance, and/or deductible payment) weekly unless we have made other arrangements in advance. In cases of financial need, we can negotiate a sliding scale arrangement. Please ask for my sliding scale fee form. If/when my fees go up I will discuss this with you.

III. If you have insurance, you are responsible for providing me with the information I need to submit your bill. You pay your deductible if applicable and/or co-payments. You must arrange for any pre-authorizations if necessary. (In many cases you will need to call the insurance company to initiate the first pre-authorization and I will file paperwork for continued authorizations). I will bill directly to your insurance company on a regular basis. You must provide insurance identification information and let me know if your

insurance changes. If a check is mailed to you, I expect that you will bring the check in or pay me back for the amount. Likewise, if insurance over-pays me, or sends me a check that belongs to you, I will credit it to your account or refund it to you. ***If your insurance denies payment to me, except when this is due to some failure on my part to submit needed forms, you are responsible for paying the balance.***

IV. Payment is expected at the time of session. If you find that you are having a hard time paying for therapy, please discuss it with me. If you are financially burdened, meeting less often is an option we can discuss. If you do develop a debt and eventually refuse to pay it, I reserve the right to give your name and whatever information is necessary to pursue payment via a collection agency.

Complaints.

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so I can respond to your concerns. I will take such criticism seriously, and with care and respect.

I will make every attempt to work with you to your satisfaction, but there are times that a client-therapist relationship doesn't work well even if both people try their best. If I believe that I am not the best person to help you, I will provide you with referrals to other therapists who I believe to be more suitable. Likewise, if after trying to talk out a problem with me, if you still feel unsatisfied, you may ask me for referrals to other therapists if you wish and you may terminate therapy.

Client Consent to Psychotherapy.

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. I agree to pay the agreed upon private pay fee (or if I am using insurance, I agree to pay my co-pay, co-insurance, or deductible payment). I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. **I agree to participate in psychotherapy (or for my child to participate in psychotherapy). I know I can end therapy at any time I wish and that I can refuse any suggestions made by my therapist.**
