

## **Practice Policies & Informed Consent to Treatment**

This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act of 1996 (HIPAA), a federal law that provides privacy protections and client rights with regard to the use and disclosure of information about you [specifically, your Protected Health Information (PHI) that is kept in your clinical file]. **I ask that you read this carefully.** HIPAA requires that I provide you with a Notice of Privacy Practices about the possible use and disclosure of your PHI for treatment, payment and health care operations. The notice, which was given with this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law also requires that I obtain your signature acknowledging that I have provided you with this information by the end of your first session. We can discuss any questions you have about my procedures at any time.

When you sign this document, it will represent an agreement between us about our work together and that you have received HIPAA information. You may revoke this agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or if you have not satisfied financial obligations incurred.

### **Psychological Services**

As a psychologist, I am trained in a broad range of therapeutic techniques. The goal of therapy is to help you resolve the problems for which you are seeking treatment. Please know that while it is impossible to guarantee any specific results regarding your therapeutic goals, I will work with you as conscientiously and diligently as I can to achieve the best possible results. If at any time, you have questions about your therapy, are dissatisfied, or have questions about my services, please let me know. **I am not a medical doctor and I do not prescribe medication.** I do, however, work closely with physicians and psychiatrists in providing information that helps in the coordination of medical and psychological care.

It is important for you to realize that our relationship is professional rather than social. Ethically, I am bound to avoid "dual relationships." Our contact, other than chance meetings, will be limited to appointments you arrange with me. I cannot attend social gatherings, accept gifts, or form a relationship in any other way than in the professional context of our sessions. These guidelines have been established by the profession to protect you, the client.

### **Psychotherapy**

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant and sometimes uncomfortable aspects of your life, you may experience discomfort such as sadness, anger, frustration, loneliness and helplessness; some examples from a wide range of other emotions you may feel. If you are working on a relationship, it is possible that the new

insights you or your partner gain may lead to the dissolution of the relationship. On the other hand, psychotherapy has also been shown to have many benefits, including improved relationships, performance, new insights, finding solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience throughout the course of therapy and ongoing.

Our first few sessions will involve a thorough evaluation of your needs. By the end of the evaluation, I will be able to offer some first impressions of what our work may include. This is also a period for you to evaluate whether you are comfortable working with me. Given your commitment, you want to be careful about the therapist you select. If you have questions about my procedures, we should discuss them as they arise. If needed, I will be happy to help you with referrals to another mental health professional for a second opinion.

### **Limits to Confidentiality**

The law protects the privacy of all communications between a client and a psychotherapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Informed Consent provides that written advance consent for activities such as those outlined below:

- I regularly consult with other health and mental health professionals about my practice. During consultation, I make every effort to avoid revealing the identity of my clients. The professionals with whom I consult are legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your clinical record.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Informed Consent.
- If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others (i.e. mental health treatment providers) who can help provide protection.

There are some situations where I am permitted or required to disclose information without either your consent or your written authorization:

- If you are involved in a court proceeding and a request is made for information concerning my professional services to you, such information is protected by the psychologist-client privilege law. In most cases, I cannot provide any information without your or your legal representative's written authorization, or a court order. If you are involved in, or contemplating, litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose your personal information.

- ❑ If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- ❑ If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- ❑ If a client files a worker's compensation claim, and I am providing services related to that claim, I must, upon appropriate request, provide appropriate reports to the Workers Compensation Commission or the insurer.

There are some situations in which I am legally obligated to take action which I believe would be necessary to attempt to protect others from harm, and I may have to reveal some information about your treatment. If any of the below situations arise, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure only to what is necessary.

- ❑ If I have reason to believe that a child under 18 has been abused, or is currently in a situation where they could be at risk of injury, abuse, neglect, exploitation, or deprivation of necessary medical treatment, the law requires that I file a report with the appropriate governmental agency, usually the Department of Human Resources/Family and Child Services. Once such a report is filed, I may be required to provide additional information.
- ❑ If I have a reasonable cause to believe that a disabled adult or elder person who is either vulnerable and/or incapacitated has had a physical injury or injuries inflicted upon such an individual other than by accidental means, or has been neglected or exploited, I must report to the appropriate state official, usually a protective services worker. Once such a report is filed, I may be required to provide additional information.
- ❑ If I determine that a client presents a serious danger of violence to another clearly identified or identifiable person, through explicit threat of imminent serious physical harm, and I believe that the client has the intent and ability to carry out such threat, I must take protective actions that may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the client.

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 now or in the future.

### **Sessions**

Typically, I will schedule one 50- minute session per week; although some sessions may be longer or more frequent based on a schedule we have agreed on. Session length also includes time spent scheduling appointments and paying fees.

Your appointment time has been specifically reserved for you; being on time will ensure that you receive the full time scheduled. If you cannot keep a scheduled appointment, please cancel the appointment at least 24 hours in advance to avoid being charged my full service fee. If you choose to use insurance to cover some payment for therapy, you are still expected to pay my

full fee for appointments that are not cancelled 24 hours in advance or you do not show. **(See cancellation policy below).**

### **Scheduling Appointments**

Please call me at 732-733-6413 or email me at [dr.ayanna.abrams@gmail.com](mailto:dr.ayanna.abrams@gmail.com) during normal business hours to schedule an appointment. Generally, subsequent appointments will be scheduled with Dr. Abrams at the close of appointments with her if possible.

### **Office Hours**

Office hours are Monday through Saturday, by appointment only. All first appointments are considered a consultation only. Dr. Abrams will let you know if she is in the position to offer treatment services beyond the first appointment.

### **Emergencies/After Hours**

If you are experiencing a life-threatening emergency or if you are unable to wait until I return your call, you have several options:

Call Behavioral Health Link/GCAL: 800-715-4225

Call Ridgeview Institute at 770.434.4567

Call Peachford Hospital at 770.454.5589

Call 911

Go to your nearest emergency room.

If I will be unavailable for any extended period of time, I will provide you with the name of a colleague to contact, if necessary.

I schedule all of my own appointments and retrieve all of my own messages via confidential voicemail. I have a 24-hour confidential voicemail (732-733-6413), at which you may leave a message. I check my voicemail as my appointment schedule will allow.

### **Professional Fees\***

\$180 - Initial Intake Appointment

\$150 - 50 minute psychotherapy

\$180 - 50 minute couple's therapy

\$75 - 30 minute phone or telepsych appointment

Should six (6) or more consecutive months lapse in your treatment, you will be considered a "new client" upon your return, and new client procedures/fees apply.

\*Fees are subject to annual review.

## **Payment Policies**

All new patients will need to pay the initial evaluation fee in full at the time services are rendered. Generally, fees are due at the time of service unless other arrangements have been made. If your personal check is returned, you will be responsible for all fees associated with check return. 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.

Most insurance companies reimburse between 50-100% of service fees. By signing this **Informed Consent**, you agree that I can provide requested information to your insurance carrier. Sometimes, I am required to provide additional clinical information, such as treatment plans or summaries, or copies of your entire clinical records. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files. In some cases, they may share information with a national medical information databank. As with many medical conditions, a history of treatment might affect the purchase of new insurance in the future.

You (and not your insurance company) are responsible for payment of my fees upfront. It is very important that you find out exactly what mental health services your insurance policy covers.

## **Appointment Changes / Cancellations**

If an appointment is canceled with at least one business day's notice, the patient/guarantor will not be penalized. A first-time cancellation within one business day of the scheduled appointment will not be penalized.

A second cancellation within one business day of the scheduled appointment will result in a fee equivalent to half the amount of the normal visit rate.

A third cancellation within one business day of the scheduled appointment will result in a fee of the full normal visit rate.

Exceptions will be dealt with on a case-by-case basis and are at the discretion of Dr. Abrams. If, for any reason, the doctor must cancel an appointment, you will be advised at the earliest possible time.

## **Legal**

By signing this consent, you agree that you will not subpoena me or involve me in the court system in any manner whatsoever. If you become involved in legal proceedings that require my participation (i.e. I am subpoenaed), you will be expected to pay for all of my professional time, including preparation of clinical information and transportation costs and time, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$250.00 per hour (expert witness hourly rate), for preparation and attendance at any legal proceeding with a minimum of four (4) hours time.

### **Email & Skype Policy**

By agreeing to communicate via email or internet, you are assuming a certain degree of risk of breach of privacy. Dr. Abrams cannot insure the confidentiality of our electronic communications against purposeful or accidental network interception. Due to this inherent vulnerability, we would caution you against emailing anything of a very private nature. Additionally, Dr. Abrams will save email correspondence with you and these communications should be considered part of the medical record; therefore, you should consider that our electronic communications may not be confidential and will be included in your medical chart. To protect your privacy, be prudent in how you store treatment-related emails. Make sure they are protected from unauthorized access by using and guarding your passwords. Consider deleting any emails that you do not want others to see, followed by emptying your trash or recycle bins. Be aware that emails sent from a workplace computer are the property of the employer. Never send emails of an urgent or emergent nature. Dr. Abrams will make an effort to check email regularly; however, call me if you have not received a reply within 3 days.

### **Telephone Policy**

To provide quality care to her patients, Dr. Abrams likes to personally return calls to clients. Routine phone calls made between the hours of 8:30 a.m. and 3:00 p.m. on weekdays will be returned within twenty-four hours. Routine calls received after 3:00 p.m. or on weekends may be returned the following business day. If it is an emergency, please convey this when making your call. Please be advised that this is for brief phone calls only. For more extensive phone calls, please schedule a phone appointment with me. There will be a routine charge for these phone calls based on the time spent per call. Please note that most insurance companies will not reimburse for phone consultation fees.

### **Discontinuation of Treatment**

Either of us may elect to discontinue treatment at any time. It is desirable to have a final closing session if a decision is made to discontinue treatment. If the decision to discontinue is made, I will be glad to provide you with names of other referral sources if you so desire.

### **Professional Records**

You should be aware that, pursuant to HIPAA, I keep clinical files with information about clients and our work together. One section constitutes your Protected Health Information. It may include information such as your reasons for seeking therapy, a description of ways in which your problems impact your life, your medical and social histories, past treatment records that I receive from other providers, your diagnosis, the goals we set for treatment, your progress towards those goals, reports of any professional consultations, any reports that have been sent to anyone, including reports to your insurance carrier, and your billing records.

### **Client Rights**

HIPAA provides you with several new or expanded rights with regard to your clinical records and disclosures of Protected Health Information. These rights include requesting that I amend your record, requesting restrictions on what information from your clinical record is disclosed to

others, requesting an accounting of most disclosures of Protected Health Information that you have neither consented to nor authorized, determining the location to which disclosures are sent, having any complaints you make about my policies and procedures recorded in your records, and the right to a paper copy of this Informed Consent and the Notice of Privacy Practices. I am happy to discuss any of these rights with you.

### **Minors and Parents**

Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern.

Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have. I understand that as a parent, you are concerned and may want to know about the content of your child's discussions. It is my experiences that a child will progress better in treatment if they know their parent will not know the specific content of the therapeutic discussions. Many times, this is not due to the child wanting to "keep secrets," from the parents, but due to the child being embarrassed, guilty or otherwise lack the communication skills.

### **ACCEPTANCE OF POLICIES**

Dr. Abrams is committed to providing professional services of the highest quality and standards. In order to serve her patients efficiently and responsibly, she requires agreements be made as to the policies stated above. Patients are encouraged to ask questions before signing.

I have read the policies, understand, and agree with them.

Client's Signature: \_\_\_\_\_

Guardian if a Minor: \_\_\_\_\_

Date: \_\_\_\_\_