**Consent and Authorization for Treatment**

**Client Agreement/Contract**

Welcome to *Cognitive Behavioral Counseling LLC*, the Psychological Practice of Brian M. Berman, PsyD. This document answers questions that clients often have about the therapeutic process. It will help inform you of your rights as a client and help clarify parameters and expectations of treatment. Please take a few minutes to read through this form and sign at the bottom after you have fully read and understand the Agreement.

**PSYCHOLOGICAL SERVICES**

Psychotherapy is a wonderful way to work through current life stressors and process past life experiences. While benefits of psychotherapy are well documented, it is not always an easy process. Some sessions may cause pleasurable feelings, while others will touch on more painful ones. Nevertheless, all of these experiences are part of the healing processes. Because of the nature of psychotherapy, there can be both risks and benefits involved. The main risk is that you may experience uncomfortable thoughts, feelings and physiological sensations that you would not typically want to feel. The good news is that these internal experiences are not dangerous, even if they are uncomfortable. Most clients notice significant benefits from therapy, however this contract is not a guarantee that treatment will be effective for you.

**PSYCHOLOGICAL FEES**

Length of individual sessions are approximately 50-55 minutes. Intake evaluations may take between 55 and 75 minutes. Therapeutic expectations are that sessions will take place 1 time per week for a period of time agreed upon by you and your therapist.

My hourly fee is $155 for the initial evaluation and for individual therapy sessions. However, counseling fees may be subject to change at your psychologist’s discretion. On occasion it may be beneficial to go on with a session past the 55 minute time limit rather than postponing our work until the next session. If this extension becomes more than 10 minutes, you will be alerted to the time and then charged on a prorated basis. Initial evaluation sessions are typically a longer session in order to provide the time to gather current information and past history.

Payments are due on the date of service. ***You are required to provide 48 hours of advanced notice for cancellations.*** Without providing 48 hours’ notice, you may negatively impact your own therapy, prevent your psychologist from being able to fill the time slot, and impact the patient who wants to be seen in your place. If you do fail to provide 48 hours advanced notice before a cancellation, you will be expected to pay the full cost of the canceled session. The cost of that session will be due on or before your next date of service and is not covered by insurance. CBC LLC reserves the right to keep your credit card number on file. CBC LLC reserves the right to charge your credit card the full cost of any missed session or late canceled session where 48 hours’ notice of cancellation was not provided. CBC LLC reserves the right to charge your credit card for any unpaid copays and returned checks due to insufficient funds. If a check is “bounced” or returned due to insufficient funds, you will are responsible for paying any associated fees with that transaction. CBC LLC reserves the right to charge your credit card on file for those associated fees. In addition to weekly appointments, CBC LLC charges $155 per hour for other professional services. Examples of such services include report writing, phone consultations, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If these services take more than 15 minutes to complete, but less than 1 hour, then the cost will be prorated accordingly. If you receive a session by telephone, you will be billed for the session at the usual therapy rate of $155 for the hour. Professional services do not include short phone calls or emails about appointments, and these will not be of cost to you.

If your account is past due more than 60 days and a payment option has not been agreed upon between you and your psychologist, I have the choice of using legal means to secure the payment. This may include the use of a collection agency or small claims court. If such legal action is necessary, you will be responsible for costs incurred and will be included in the claim. In most collection situations, the only information released regarding a patient’s treatment is his/her name, the nature of services provided, and the amount due.

**Telehealth Psychotherapy**

Under certain circumstances your psychologist may provide therapy sessions over video calling apps such as Doxy.me or Vsee. This mode of therapy must be agreed upon by both parties and can be used for scheduling conflicts, social distancing, travel barriers or other in-person therapy obstacles. In order to participate in video therapy you must be a resident in the state of Pennsylvania. Your psychologist is licensed in Pennsylvania and therefore cannot legally or ethically provide therapy across state lines unless approved by that state.

*Benefits and Risks of Teletherapy*

Teletherapy refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of teletherapy is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Teletherapy, however, requires technical competence on both our parts to be helpful. Although there are benefits of teletherapy, there are some differences between in-person psychotherapy and teletherapy, as well as some risks.

Because teletherapy sessions take place outside of the therapist’s private office, there is potential for other people to overhear sessions if you are not in a private place during the session. Your psychologist will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.

There are many ways that technology issues might impact teletherapy. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in teletherapy.

*Crisis Management for Teletherapy*

Usually, I will not engage in teletherapy with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in teletherapy, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our teletherapy work.

*Additional Teletherapy Rules and Expectations*

Your psychologist has outlined certain rules that must be agree upon in order to participate in virtual therapy.

By agreeing to participate in virtual therapy you agree to:

1. Be in a private space where you will not be disturbed by family members, roommates or friends.
2. You will be the only person in this room unless you and your psychologist agree to include another person in your session.
3. Video sessions will not take place in a public setting. This will help avoid distractions, assure privacy and comply with HIPPA.
4. You will not audio or video record any sessions. Confidentiality remains a significant priority during teletherapy.

3) Under no circumstances are you to consume alcohol, smoke cigarettes or use any substances during the therapy session.

4) You are to be fully clothed and wearing daytime attire (no pajamas or bedtime clothing).

If any of these rules are broken, your psychologist reserves the right to immediately end your session at which point you will owe the full cost of the session. Your psychologist reserves the right to discontinue teletherapy or the therapeutic relationship at any time when rules as outlined above are broken.

**Please be advised that all of the guidelines discussed in rest of this contract also apply to telehealth sessions.** My fee for initial video intake sessions and video therapy sessions is $155. However, counseling fees may be subject to change at your psychologist’s discretion. Initial intake sessions may take between 55 and 75 minutes, while video therapy sessions last approximately 50-55 minutes. On occasion it may be beneficial to go on with a session past the 50-55 minute time limit rather than postponing our work until the next session. If this extension becomes more than 10 minutes, you will be alerted to the time and then charged on a prorated basis. Initial evaluation sessions are typically a longer session in order to provide the time to gather current information and past history. You should confirm with your insurance company whether video sessions will be reimbursed; if they are not reimbursed, you are responsible for full payment.

Payments are due at the time of service and can be paid through Ivy Pay which is a HIPAA compliant third party payment services. Just as with an in-person session, you are required to provide 48 hours of advanced notice for cancelations. If you do fail to provide 48 hours advanced notice before a cancellation, you will be expected to pay the full cost of the canceled session. The cost of that session will be due **before your next date of service** and is not covered by insurance (please refer to *Psychological Fees* section of the contract for further information regarding the cancellation policy). CBC LLC reserves the right to charge your credit card on file for any sessions that were missed or canceled without giving 48 hours of notice.

**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 am currently in network with ***Highmark*** and also ***accept out-of-network benefits***. I will provide you documentation and 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. If you forget to submit a form to your insurance provider or have a session that is not covered by your insurance, you are still responsible for the full fee of the session. If you discover that your plan has changed or that you have unexpected copays, you are still responsible to pay those costs or unpaid copays in full. CBC LLC reserves the right to keep your credit card on file and charge your credit card for any charges not covered by your insurance company. 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.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans often require authorization before they provide reimbursement for mental health services. These plans are frequently 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. Though a lot can be accomplished in short-term therapy, many patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will try to assist you in finding another provider who will help you continue your psychotherapy.

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, treatment 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 you have all of the information about your insurance coverage, we can discuss treatment goals based on these benefits and what will happen if they run out before your therapy goals are met. 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.

**LEGAL PROCEDINGS**

***I do not provide any court mandated evaluations, court mandated therapy or court testimony****.* ***I do not provide testimony or opinions for custody, divorce or civil cases.***This position is based on three reasons: 1) Many of these cases are best reserved for forensic psychologists who are appropriately trained in these areas. 2) My statements will be seen as biased in your favor because we have a therapeutic relationship. 3) The testimony might affect our therapy relationship, and I must put this relationship first.If I am subpoenaed by the court to appear in person and/or asked to prepare material by the court, you will be charged at a rate of **$245** **per hour** for this time.

**CONFIDENTIALITY**

Confidentiality is a critically essential part of treatment. In order to maintain a strong therapeutic relationship, provide ethical treatment and follow state and federal law, all of the information discussed in session will remain completely confidential. However, confidentiality may be broken with the following exceptions: 1) You are determined to be a danger to yourself or another person. 2) There is a medical emergency. 3) A court/judge orders disclosure of information. 4) You have signed a release to share information. 5) I have become a mandated reporter as a result of reported child abuse (sexual, physical, neglect, emotional).

Please be advised that changes to the *Child Protective Services Law* have recently taken effect as of December 31, 2014. This alteration mandates that if I have reason to suspect, on the basis of my professional judgment, that a child is or has been abused, I am required to report my suspicions to the authority or government agency vested to conduct child abuse investigations. I am required to make such reports even if I do not see the child in my professional capacity. I am mandated to report suspected child abuse if anyone aged 14 or older tells me that he or she has committed child abuse, even if the victim is no longer in danger. I am also mandated to report suspected child abuse if anyone tells me that he or she knows of any child who is currently being abused.

Additionally, this contract allows your psychologist to share and discuss your information with other clinicians in order to gain professional feedback with the purpose of improving treatment outcomes. This contract is an agreement that your psychologist has permission to contact referral sources in order to consult about your case and effectively coordinate treatment. By signing this form you are acknowledging that you agree to this arrangement.

**RECORD KEEPING**

Pennsylvania state law requires that I keep treatment records. You are entitled to receive a copy of these records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to another professional of your choice. Read out of context these records can be misinterpreted and/or upsetting to untrained readers. I recommend that if necessary, we review them together so that we can discuss the contents. Patients will be charged an appropriate fee for any time spent in preparing information requests.

If you are a minor, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to obtain assent/consent from the client and to discuss with both parent and minor the implication of parent access to records before providing that information. If a consensus is reached, 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 and fully discuss this summary and client concerns with the minor.

**COMMUNICATION**

I can be contacted by phone and through email. I do not respond to text messages. If you cannot reach me on the phone, please leave a message and I will return your call. Please allow 24-48 hours for me to return any phone calls or emails. Unless it is an emergency, I do not answer the phone or return calls/emails on holidays and weekends. However, you are free to leave a message, and I will return your phone call/email during the next business day.

**EMERGENCY PROCEDURES**

I will make every effort to make myself accessible to clients, but this is not always possible due to my limited availability. If you are experiencing an emergency and I am unavailable, please notify me through email or voicemail and then seek immediate help by calling 911 or going to the emergency room. It is the client’s responsibility to seek out emergency help when in crisis.

**TERMINATION**

Termination may occur at any time by either client or psychologist. Termination may occur when it is mutually agreed by client and psychologist that therapy is no longer necessary or effective, or if either party individually believes that therapy should be discontinued. Some circumstances where therapy may be terminated include: 1) Therapy is not perceived as effective by psychologist or client. 2) Client has broken facility rules or not complying with therapeutic interventions which are necessary for progress. 3) Client’s behavior appears as threatening or potentially harmful to staff, other clients or any person within the facility.

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have received, read and understand the above agreement/contract. I understand that no specific promises have been made to me by this psychologist about the results of treatment, the effectiveness of the procedures used by this psychologist, or the number of sessions necessary for therapy to be effective. I understand that I have the right not to sign this form and/or to withdraw my consent to therapy at any time. My rights concerning my confidentiality have been fully explained to me and I here by agree to enter into therapy with Cognitive Behavioral Counseling LLC.

*Your signature below indicates that you have fully read and understand the information in this document and agree to abide by its terms during our professional relationship.*

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Client Signature Date

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Printed Name