

MARNI L. JACOB, PH.D., LLC
LICENSED PSYCHOLOGIST
1200 N. FEDERAL HIGHWAY, SUITE 200
BOCA RATON, FL 33432
(561) 325-5115

**INFORMED CONSENT
&
OUTPATIENT SERVICES CONTRACT**

Welcome to my practice. 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 (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. Please read it carefully and make note of 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.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

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, if you decide to continue with therapy. You should evaluate this information along with your own opinions

of whether you feel comfortable working with me. Therapy involves a large 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.

SESSIONS

I normally 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 in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 60-minute session per week at a time we agree on, although some sessions may be longer or more frequent.

CANCELLATION POLICY

Once an appointment is scheduled, you will be expected to pay the full session rate (\$300 for intake/90-minute session, \$200 for 1-hour session) unless you provide 24 hours advance notice of cancellation, with the exception of an emergency. If it is possible, I will try to find another time to reschedule the appointment. Please note that once I reserve an appointment time for you, last minute cancellations make it very difficult for me to be able to offer that timeslot to another patient who may be in need of services. If you no-show to an appointment without a cancellation call, you will be charged full payment. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. Your credit card on file will be charged in these instances, unless you provide an alternate means of payment.

PROFESSIONAL FEES

In addition to my hourly fee for therapy sessions, I charge fees 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 telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, completing forms, 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, including preparation and transportation costs, even if I am called to testify by another party.

CONTACTING ME

I am often not immediately available by telephone. While I am usually in my office between 9 AM and 5 PM, I will not answer the phone when I am with a patient. When I am unavailable, my telephone is

answered by voice mail that I monitor frequently. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

CONFIDENTIALITY

In general, the privacy of all communications between a patient and a psychologist is protected by law, and 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. But, there are a few exceptions.

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. If a government agency is requesting the information for health oversight activities, I may be required to provide it for them. If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding the patient in order to defend myself.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, neglected, or exploited, I must file a report with the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a patient. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also 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.

You should be aware that I may have administrative staff who assist me in managing my practice. In most cases, I need to share protected information with these individuals for administrative purposes. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without my permission.

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 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 needed because the laws governing confidentiality are quite complex, and I am not an attorney.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court, which may require me to disclose otherwise confidential information. 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.

INSURANCE REIMBURSEMENT

Since I am a licensed psychologist, many health insurance plans will help you pay for therapy and other services that I offer. However, please note that I am not on managed care/insurance panels. Upon your request, I can provide an invoice for each office visit with all the information needed to submit to your insurance company's "out of network" providers. Given that health insurance is written by different companies, I cannot tell you what your plan covers. 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 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 very important that you find out exactly what mental health services your insurance policy covers. If you have questions about your coverage, call your plan administrator.

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 such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. 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 therapy, some 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 do my best to find another provider who will help you continue your psychotherapy.

You should also be aware that most insurance companies require you to authorize 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. This information will become part of the insurance company files. I will provide you with a copy of any report I submit, if you request it. By signing this agreement, you agree that I can provide requested information to your carrier if you choose to seek insurance reimbursement.

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, without pursuing insurance reimbursement, to avoid the problems described above.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records. You are entitled to examine and/or receive a copy of your records, unless I believe that seeing them would be emotionally damaging. I may instead provide a report of examination and treatment in lieu of copies of records. Because these are professional records, they can be misinterpreted and/or 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. Patients will be charged a reasonable fee for copies of the records or any professional time spent in responding to information requests. I may deny your access to records under certain circumstances, but in some cases you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process. Upon written request, I will be happy to send

copies of treatment records to a mental health professional of your choice who will be providing subsequent treatment.

PATIENT RIGHTS

HIPAA provides you with several rights with regard to your clinical record and disclosures of protected health information. These rights include the right to request restrictions on what information from your clinical record is disclosed to others, the right to request the location to which protected health information disclosures are sent, the right to inspect and/or obtain a copy of your protected health information, the right to amend your clinical record, the right to request an accounting of disclosures of protected health information, and the right to a paper copy of this agreement and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents the right to examine their child's treatment records unless I believe that doing so would endanger the child or we agree otherwise. 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 agree to give up 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, unless I feel there is a high risk that the child will seriously harm him/herself or someone else. In this case, I will notify the child's 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 they may have.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. Your signature indicates that you provide informed consent for psychotherapy. You have the right to withdraw from treatment at any time.

Patient Name: _____

Parent/Guardian Name (if applicable): _____

Signature of Patient/Patient Representative: _____

Date: _____