CONSENT TO psychotherapy treatment

PLEASE REVIEW THIS CONSENT CAREFULLY

Therapy is a relationship that works, in part, because of clearly defined rights and responsibilities held by the therapist and the patient. This framework helps create the safety for you to take risks and the support to empower you to change. As a patient in psychotherapy, you have certain rights and responsibilities that are important for you to know. There are also limitations to those rights. As a therapist, I have certain rights and responsibilities. This Consent to Psychotherapy Treatment discusses such rights and responsibilities.

Your regular attendance at, and full participation in, your therapy sessions and treatment are important factors in whether you will experience the desired benefits and outcomes from therapy. Although you may expect to experience certain benefits and outcomes from therapy, because of factors that are beyond your and/or my control, such benefits and outcomes cannot be guaranteed.

Psychotherapy comes with certain emotional risks. Dealing with feelings or thoughts that you have tried not to think about for a long time may be emotionally painful. Making changes in your beliefs or behaviors can be scary and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that psychotherapy is helpful.

Confidentiality of Therapy Sessions

By being a patient of Apex Psychology, P.C., you consent to my use and disclosure of your personal health information for treatment, payment, and health care operations purposes, subject to and in accordance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable federal and state laws governing the privacy, confidentiality and security of patient health information. Except as described below and in the Notice of Privacy Practices, a copy of which has been provided to you, you have the absolute right to confidentiality of any information that you communicate to me during or in connection with your therapy sessions. I cannot and will not tell anyone else anything that you tell me during therapy without your prior written permission, unless required by law. The ways in which I may use or disclose your personal health information are discussed in the Notice of Privacy Practices.

Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to ensure confidentiality. I will not conduct any communications over email. Our communications must take place over the phone, by regular mail, or in person at my office.

You may request anyone you wish to attend a therapy session with you. l would ask for notification prior to your appointment if you are planning on having another person attend with you.

Given the special nature of the therapist-patient relationship and the importance of trust and transparency between us, it is important for you to understand that there are certain instances in which I may deem it to be necessary or appropriate, as permitted by law, to inform another person about something I learn during our session. I have a professional and ethical duty to warn others in the event that I reasonably believe that harm may come to them based on information I learn during our sessions. Accordingly, if I have reason to believe that you will harm yourself or 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 or yourself. If I have reason to believe that you are abusing a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services or Adult Protective Services. I will inform you of any time when I think these exceptions are warranted.

Records

I keep brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. You have the right to obtain a copy of your record at any time. However, I am permitted by law to withhold your record, or portions of it, if I determine, in my professional opinion, that such release would not be in your best interests unless the release is required by a court order. Additionally, I may deny or restrict your right to access and obtain copies of your record if I determine, in my professional judgment, that the access requested is reasonably likely to endanger the life or safety of you or another person. You should also understand that my personal notes documenting or analyzing the contents of our conversations during therapy sessions are protected by law and you do not have a legal right to access, inspect or obtain copies of those notes. I maintain your records in a secure location.

Diagnosis

If a third party, such as an insurance company, is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the DSM-V. l have a copy in my office and will be glad to let you look at it and learn more about what it says about your diagnosis.

Managed Mental Health Care

If your therapy is paid for, in full or in part, by a managed care firm, there are usually additional limitations on your rights as a client imposed by your contract with the managed care firm. By way of example only, such limitations may include the managed care firm’s right to limit the number of covered sessions available to you, to decide the time period within which you must complete therapy with me. Your managed care firm may also decide that you must see another therapist in its network if I am not on their list. I do not have control over any aspect of your managing care firm’s rules. However, I will do all that I reasonably can do to maximize the benefits you receive from your managing care firm by filing necessary forms and obtaining required authorizations for your treatment, and assisting you in advocating with the company, as needed.

Insurance

If you have insurance, you are responsible for providing me with the information I need to send in your bill, such as your insurance identification information and the complete address of the insurance company, as well as any updates or changes to your coverage. I am a Preferred Provider with Blue Cross Blue Shield, Midlands Choice, and Aetna, and I also accept some Cigna and United.

You are responsible for understanding your health insurance benefits and coverage. This information can be learned by calling the number on the back of your insurance card.

You must pay your deductible (if applicable) and any co-payment at each session, and you must arrange for any pre-authorizations that may be necessary. l will electronically bill your insurance company for you following each appointment. You are financially responsible for any non-covered services or denied claims.

Other Rights

You have the right to ask questions about anything that happens in therapy. I am always willing to discuss my approach to your therapy and to consider possible 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 my training for working with your concerns. You can ask me to refer you to another mental health professional if you decide that I am not the right therapist for you. You are free to leave therapy at any time. If another health care provider is working with you, I may request a Release of Information form to be signed by you so that I can obtain records from that provider related to your care. You have the right to refuse to authorize such release of records and doing so will not have any bearing on your right to receive treatment.

Keeping Appointments

You are responsible for arriving to your session at the time we have scheduled. Sessions last for 55 minutes. If you are late, we will end on time and not run over into the next person’s session. If you miss a session without cancelling or cancel with less than 24 hours notice, you must pay for the missed/cancelled session at your next scheduled session. For a missed session or a session cancelled with less than 24 hours notice, you will be charged as follows: $100 for the first instance and $150 for any and all subsequent instances. Additionally, I reserve the right to refuse to reschedule you for a session in the event that you have missed or failed to timely cancel three or more sessions in a row. My voicemail has a time and date stamp that will keep track of the time that you called to cancel.

Phone Calls

Emergency phone calls of less than ten minutes are normally free. However, if we spend more than ten minutes in one week on the phone, or if you leave more than ten minutes worth of phone messages in one week, I will bill you on a prorated basis for that time. I am generally available for brief phone calls during normal business hours, and any messages left will be returned by the next business day. My office is closed on weekends and all bank holidays. Any messages left on weekends or holidays will be returned the next business day. I am away from the office several times each year to attend professional meetings or to take vacation. If I am not responding to phone calls or messages during those times, I will have someone cover my practice. I will tell you well in advance of any anticipated lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. If you are experiencing an emergency outside of my regular office hours (i.e., after 5:00 PM M-F or on Saturday/Sunday) or while I am out of town, please dial 9-1-1 or go to the nearest hospital emergency room for assistance.

Ending Our Relationship

With a few exceptions, you will be the one to decide when our patient-therapist relationship ends. That said, if I determine, in my professional judgment, that I am unable to help you because of the kind of problems you are facing or because my training and skills are not suited to treating your problems, then I will inform you of this and refer you to another mental health professional. Furthermore, I reserve the right to immediately and unilaterally end our patient-therapist relationship and terminate you as a patient in the event that you threaten, do violence or cause harm to, or harass me, my office staff, or my or their family in any way. If I terminate you as my patient, I will offer you referrals to other mental health care professionals, but I cannot guarantee that they will accept you as a patient.

Complaints

If you are unhappy with anything happening in therapy, I truly hope that you will tell me so that I can respond to your concerns. I will take such criticism seriously and with the utmost care and respect. However, if you believe that I have been unwilling to listen and respond, or that I have somehow behaved unethically, you may submit a complaint directly to the Nebraska Department of Health and Human Services, Division of Public Health Investigations, following instructions available on its website. You are free to discuss your complaints with anyone you wish, and do not have any responsibility to maintain confidentiality, because you have the right to decide what information you want kept confidential.

**Patient Consent to Psychotherapy**

I hereby acknowledge that I have carefully read this Consent for Psychotherapy Treatment in its entirety and that I have given it due consideration, have had an opportunity to ask questions regarding my treatment and this Consent, which questions have been answered to my satisfaction, and that I now fully understand and agree to the content of this Consent. I understand the limits to patient confidentiality required by law. I consent to the use of a diagnosis in connection with billing for the treatment and services provided to me, and to the disclosure of that information and other information related to my care as necessary to complete the billing process. I agree to pay the fees associated with my treatment, as outlined above. I understand my rights and responsibilities as a patient and my therapist’s responsibilities to me.

Accordingly, I hereby consent and agree to undertake psychotherapy with **Dr. Jess Krzykowski, Psy.D**. I understand that I can end my therapy at any time I wish and that I can refuse any requests or suggestions made by Dr. Krzykowski. I am over the age of eighteen (18). Unless revoked by me in writing, this consent is valid from the date signed throughout the duration of my treatment. I am entitled to a copy upon request.

Patient Signature Date

Patient Printed Name