

Jeremy Frank, PhD CADC

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jfrankphd@gmail.comwww.jeremyfrankphd.com**PATIENT / PSYCHOTHERAPIST SERVICE AGREEMENT – INFORMED CONSENT*****Welcome!***

This document contains important information about my professional services and business policies. **Please read this agreement carefully before our next session, and sign your consent on the last page.** Please bring any questions or concerns you may have about this document to our next meeting. We can discuss any questions you have about the policies at that time.

Psychological Services

Therapy is a relationship between people that works in part because of the clearly defined rights and responsibilities held by each person. This framework helps to create the safety to take risks and the support to become empowered to create change. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to know about. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These respective rights are described in the following section.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness. Psychotherapy often requires discussing unpleasant aspects of your life. However, it has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress, and resolutions to specific problems.

But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things that we discuss outside of sessions. The first few sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work may include. At that point, we will discuss your treatment goals and create a personalized, initial treatment plan, if you decide to continue.

You should evaluate this information very seriously, as well as your own assessment about 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. For the first few months of therapy, we will check in regularly about the initial treatment plan which may lead to new or different paths for treatment and therapy. If you have questions about procedures or plans, we should discuss them as soon as they arise. As much as possible be honest with me about how you are experiencing your psychotherapy with me. There are many ways of doing therapy and it is your job to tell me how you would like to use the sessions and what you think might be most helpful to you from me.

Appointments

I normally conduct an evaluation period that will last from 1 to 3 sessions. During this time, we will both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy has begun, I will usually schedule one 50-minute session per week at a time we agree on, although some sessions may be longer or more frequent. I am also sometimes able to see people twice a week or less than once per week. Please discuss your interests or needs for changes in the frequency of sessions with me.

Cancellation Policy

Appointments are fifty (50) minutes long. The time scheduled for your appointment is for you and you alone. If you need to cancel or reschedule a session, **it is required that you provide at least 24 hours notice. If you miss a session without cancelling, or cancel with less than 24 hours notice, you will still pay for the missed session in full.** While I don't like having to charge for missed or cancelled sessions, this is the standard of care in this type of practice. When the time is protected and someone does not make the appointment the clinician cannot get the hour of income back so missed sessions are charged even in medical emergencies or in the event of car trouble. The only case where I will not charge is if you do not feel safe to drive due to inclement weather. Some people prefer to think about being charged for cancelled appointments like college classes -- if you miss a class due to running late, etc., you would not expect to get a discount for your tuition.

To cancel a session with me within 24 hours notice, please leave a message for me at 215-356-8061. Cancellation messages will be properly noted but the cancellation call may not be returned unless you ask me to do so. Please feel confident that your cancellation message is received.

In addition, you are responsible for coming to your session on time and at the time scheduled. If you are late, your appointment will still need to end on time. I will wait 20 minutes for you if you are late for an appointment. After 20 minutes, I may leave the office and you will still be charged for the session. Please plan to use the whole hour of our time though as I am sometimes a few minutes late but we will always be able to have our full 50 minutes. If you are running late walk back past the waiting room and see if my door is open a crack, if it is, then come in. If it is not open, then I am running late and I will meet you back in the waiting room.

Fees, Billing and Payment

My practice is on a fee-for-service basis. Session fees are payable at the time of service unless alternative arrangements have been made. Fees will be reevaluated periodically. **There is a \$160.00 charge per 50 minutes to prepare documents for disability, legal, work or academic purposes, letter writing or communication to family members, friends or partners as authorized by you. You are responsible for all charges due to insufficient check funds.** You will be responsible for paying the entire fee even if your insurance fails to authorize units of service or if no units of service are available to you. You are responsible for payment even if you don't get reimbursed from your insurance company. I can provide you with a statement that you can submit to your insurance company for reimbursement. In the event there is a deductible for out-of-network benefits, you are responsible for the full amount of the deductible.

Should a balance accrue and no payment is received, I reserve the right to seek remuneration by any means legally possible including, but not limited to, the retention of a collection agency. If you have difficulty paying for therapy under the conditions outlined, then I would be happy to discuss alternative plans. **I accept cash, check, and credit cards (MasterCard, Visa and American Express). There is a 5% charge for credit card usage.**

Professional Fees

My hourly fee is \$160. In addition to weekly appointments, I charge this amount 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 report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, 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 at the rate of \$260.00 per hour, even if I am called to testify by another party, for all the above aforementioned services.

Insurance

I do not on principle sign any contracts with insurance companies and third party providers because I believe this compromises my ability to work for you, my clients and patients. If I sign a contract with a third party they become a colleague or partner in my work with you and I am somewhat beholden to them. Insurance companies sometimes require a formal diagnosis with their claims. Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. Insurance companies sometimes require detailed information about their members' treatment, and often attempt to affect or direct the treatment provided (i.e. type of therapy, length of therapy, etc.). The information they request and obtain can become part of your mental health record. Many people receive their health insurance through their employer. Please be advised that if your employer is self-insured, your employer may have access to your insurance records.

Although many patients have, and use, their mental health insurance benefits, others prefer to pay privately "out-of-pocket." There are various reasons to consider this including your confidentiality and benefit coverage. Your mental health records may impact your ability to obtain other medical, life, and disability insurance in the future. As a private pay client, you can be assured that treatment records are kept confidential, shared only with your prior written consent.

Most insurance plans only cover a limited number of sessions per year. Thus, any sessions scheduled beyond the annual maximum become an out-of-pocket expense. Prior to the start of treatment, you should check with your insurance carrier to see if you have an annual session maximum before deciding to use your insurance. **I accept cash, check, and credit cards (MasterCard, Visa and American Express). There is a 5% charge for credit card usage.** Be sure to see "Fees, Billing and Payment" above.

Confidentiality

The confidentiality of all communication between a client and a psychotherapist is generally protected by law and I, as your therapist, cannot and will not tell anyone else what you have discussed or even that you are in therapy without your permission. 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 and more restrictive ethical requirements imposed by our ethics code as a psychologist.

There are, however, several exceptions in which I am legally bound to take action even though that requires revealing some information about a patient's treatment. If at all possible, I will make every attempt to inform you when these will have to be put into effect.

The legal exceptions to confidentiality include, but are not limited, to the following:

1. If there is good reason to believe you are threatening serious bodily harm to yourself or others. If I believe a client is threatening serious bodily harm to another, I may be required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a client threatens harm to him/herself or another, I may be required to seek hospitalization for the client, or to contact family members or others who can provide protection.
2. If there is good reason to suspect, or evidence of, abuse and/or neglect toward children, the elderly or disabled persons. In such a situation, I am required by law to file a report with the appropriate state agency.
3. In response to a court order or where otherwise required by law.
4. To the extent necessary, to make a claim on a delinquent account via a collection agency.
5. To the extent necessary for emergency medical care to be rendered.
6. If a client tells me that someone they know is abusing a child.

Finally, there are times when I consult with colleagues as part of my practice for mutual professional consultation. Your name and unique identifying characteristics will not be disclosed. The consultant is also legally bound to keep the information confidential. Please note that confidentiality of email, cell phone, and fax communication can be relatively easily accessed by unauthorized people and, hence, the privacy and confidentiality of such communication is easily compromised. Emails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. Faxes can be sent erroneously to the wrong address. Please let me know at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above mentioned communication devices. Please do not use email or faxes in emergency situations.

Contacting Me

My business phone number is 215-356-8061

I am available by telephone during the hours of 9:00 AM to 7:00 PM during the week. On weekends, I check voicemail between the hours of 12:00 Noon and 7:00 PM.

I am “old-school” in terms of maintaining professional communication with clients and do not text message with clients. If you text me, your text message may not be returned. In some cases I may text only to arrange appointment times. If you prefer to use email to contact me, please make note of this by next session and we can exchange email addresses then, keeping in mind that there is no way to ensure confidentiality of emails. The bottom line here is that I do not do therapy via text or email and can only answer brief questions this way.

I respect your time and will not answer the phone when I am with you or with another client, when I am in a meeting, or during my own private time. I typically return calls the same day or by the next business day at the latest. I do not check my phone after 7:00 PM on weekdays or on weekends.

But, for any number of unseen reasons, if you do not hear from me or I am unable to reach you, it remains your responsibility to take care of yourself until such time as we can talk.

If you feel unable to keep yourself safe, call 911 immediately and/or go to your nearest hospital emergency room and ask to speak to the psychiatrist on call.

Absences

I will inform you well in advance of any planned absences on my part. In cases of prolonged absences, I will

ensure that you have the phone number of a trusted colleague who will cover my practice.

Other Rights

If you are unhappy with what is happening in therapy, I hope you'll talk with me so that I can respond to your concerns. Such criticism will be taken seriously and with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time.

You have the right to considerate, safe, and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspect of the therapy and about my specific training and experience. You have the right to expect that I will not have any social relationships with clients or with former clients.

Policy for Couples and Families

This policy is intended to inform you, the participants in therapy, that when I agree to treat a couple or a family, I consider that couple or family (the treatment unit) to be the patient. In every case before beginning psychotherapy we will discuss who is the patient/client. Is the patient the couple, family or individual? This helps determine how confidentiality will work in each case. For instance, if there is a request for the treatment records of the couple or the family, I will seek the authorization of all members of the treatment unit before I release confidential information to third parties. Also, if my records are subpoenaed, I will assert the psychotherapist-patient privilege on behalf of the patient (treatment unit).

During the course of my work with a couple or a family, I may see or speak separately with a smaller part of the treatment unit (e.g., an individual or two siblings). These discussions should be seen by you as a part of the work that I am doing with the family or the couple, unless otherwise indicated. If you are involved in one or more of such discussions with me, please understand that generally these discussions are confidential in the sense that I will not release any confidential information to a third party unless I am required by law to do so or unless I have your written authorization. In fact, since those discussions can and should be considered a part of the treatment of the couple or family, I would also seek the authorization of the other individuals in the treatment unit before releasing confidential information to a third party. However, I may need to share information learned in an individual discussion (or a discussion with only a portion of the treatment unit being present) with the entire treatment unit – that is, the family or the couple, if I am to effectively serve the unit being treated. I will use my best judgment as to whether, when, and to what extent I will make disclosures to the treatment unit, and will also, if appropriate, first give the individual or the smaller part of the treatment unit being seen the opportunity to make the disclosure. Thus, if you feel it necessary to talk about matters that you absolutely want to be shared with no one, you may want to consult with an individual therapist who can treat you individually. This “no secrets” policy is intended to allow me to continue to treat the couple or family by preventing, to the extent possible, a conflict of interest to arise where an individual’s interests may not be consistent with the interests of the unit being treated. For instance, information learned in the course of an individual discussion may be relevant or even essential to the proper treatment of the couple or the family. If I am not free to exercise my clinical judgment regarding the need to bring this information to the family or the couple during their therapy, I might be placed in a situation where I will have to terminate treatment of the couple or the family. This policy is intended to prevent the need for such a termination.

Policy for Minors

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy however, to treat individuals between the ages of 14 and 17

more or less as adults. To that end I request an agreement from parents that they agree to give up access to your records. If they agree, 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. Before giving them any information, I will do my best to discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

Professional Records

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice. 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 an appropriate fee for any professional time spent in responding to information requests.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. Please bring any questions or concerns you may have about this document to our next meeting. We can discuss any questions you have about the policies at that time.

When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time.

Patient Name: _____

Full Address:

Phone: cell: _____ Phone home: _____

Email: _____ Birth Date: _____

Emergency Contact:

Patient Signature: _____ Date: _____

**Authorization for credit card Usage for missed or cancelled sessions
and regular credit card billing**

This office maintains a 24-hour cancellation policy. It is easiest to pay missed session or late cancellation fees at the next regular session held after the missed session. By signing below I hereby authorize Jeremy Frank PhD to keep a valid credit card on file to be used to pay for missed appointments that were not cancelled at least 24 hours in advance that are not paid by check or cash at the next upcoming sessions. Missed sessions not cancelled prior to 24 hours before your session will be charged to this card if you do not pay the fee by check or cash at an upcoming session.

Please also use this form and signature to authorize Jeremy Frank to bill credit card through Square.com

Credit Card Type: Visa _____ Mastercard _____ American Express _____ Other _____

Card Number _____

Expiration Date _____

Security Code on back of card _____

Zip Code for billing address _____

Print Name _____

Signature _____ Date _____