

**Office Policies & General Information Agreement for Psychotherapy Services  
Or Informed Consent for Psychotherapy**

**Office Policies & General Information Agreement for  
Psychotherapy Services or Informed Consent for Psychotherapy**

*This form provides you, the client, with information that is additional to that detailed in the [Notice of Privacy Practices](#) and it is subject to HIPAA preemptive analysis.*

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

**WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:** Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to (Benjamin Meyer, LCSW-R) that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by (Benjamin Meyer, LCSW-R). In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. (Benjamin Meyer, LCSW-R) will use his/her clinical judgment when revealing such information. (Benjamin Meyer, LCSW-R) will not release records to any outside party unless s/he is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client, unless he/she is required by law. While I will do my best to seek your authorization to release the requested information regarding our psychotherapy from you first, in some situations a judge can order the release of the records of your psychotherapy with me or may order me to testify in regard to our therapeutic work.

**EMERGENCY:** If there is an emergency during therapy, or in the future after termination, where (Benjamin Meyer, LCSW-R) becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, s/he will do whatever s/he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, s/he may also contact the person whose name you have provided on the biographical sheet.

**HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct (Benjamin Meyer, LCSW-R), only the minimum necessary information will be communicated to the carrier. (Benjamin Meyer, LCSW-R) has no control over, or knowledge of, what insurance companies do with the information s/he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and may be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

**LITIGATION:** Sometimes patients become involved in litigation while they are in therapy or after therapy has been completed. Sometimes patients (or the opposing attorney, in a legal case) want the records disclosed to the legal system. Due to the nature of the psychotherapeutic process and the fact that it often involves making a full disclosure with regard to many matters, clients' records are generally confidential and private in nature. Patients should know that very serious consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If you or the opposing attorney are considering requesting (Benjamin Meyer, LCSW-R)'s disclosure of the records, (Benjamin Meyer, LCSW-R) will do his/her best to discuss with you the risks and benefits of doing so. As noted in this document, you have the right to review your own psychotherapy records anytime. (See also relevant section above: "WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW")

**CONSULTATION:** (Benjamin Meyer, LCSW-R) consults regularly with other professionals regarding his clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

**Special Needs Intake:** If you require more time to fill out or complete my intake process due to special needs, please let me know. I can sit with you and complete the forms to make sure that you are fully aware and understand them so that the intake is completed within the hour. However, please keep in mind that I do expect that the intake will be completed within the hour. If you need more time, I do charge for my time.

**E-MAILS, CELL PHONES, TEXTS, COMPUTERS, AND FAXES:** Computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and therefore can compromise the privacy and confidentiality of the information used in such communications. Servers and telecommunication companies often have direct and unlimited access to all the information contained in the e-mails, texts and e-faxes that use their services. To protect the confidential information of clients, (Benjamin Meyer, LCSW-R) computer has a firewall, and he only communicates via a Hipaa compliant email service known as hushmail and hipaa texting (Signal).. When you communicate with (Benjamin Meyer, LCSW-R) using unencrypted e-mail, texts or e-fax or via phone messages, you assume the responsibility of the risk that your information and identity may be intercepted. If you choose to communicate with (Benjamin Meyer, LCSW-R) using e-mail or SMS/text messaging, you are advised to use personal email and SMS/MMS addresses rather than those associated with your work accounts. Please do not use texts, e-mail, voice mail, or faxes for emergencies as they will not be accessed in a timely manner.

Please be advised that to respect your confidentiality, I do not communicate ongoing clinical content via email or text message. Although I do everything that I can to protect your confidential information, I also ask that clients refrain from sending me emails of a clinical or sensitive nature, as doing so increases risk of that information being exposed. If you have an emergency, please call 911 or reach out to me via telephone. For parents of minors and those with full custody of adults with special needs, I am available via telephone, for which I charge for 15 minute increments. Once therapy is terminated, I will no longer remain in regular contact

with you via email or text. I also do not friend or communicate with clients via social media. IF YOU CONTINUE TO VIOLATE MY SOCIAL MEDIA AND EMAIL POLICY, I RESERVE THE RIGHT TO BLOCK YOU ON THESE MEDIUMS.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of (Benjamin Meyer, LCSW-R) profession require that s/he keep treatment records for at least \_\_\_\_\_ years. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, (Benjamin Meyer, LCSW-R) retains clinical records only as long as is mandated by (New York, New Jersey, or Pennsylvania) law. If you have concerns regarding the treatment records, please discuss them with (Benjamin Meyer, LCSW-R). As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when (Benjamin Meyer, LCSW-R) assesses that releasing such information might be harmful in any way. In such a case, (Benjamin Meyer, LCSW-R) will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, (Benjamin Meyer, LCSW-R) will release information to any agency/person you specify unless (Benjamin Meyer, LCSW-R) assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, (Benjamin Meyer, LCSW-R) will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact (Benjamin Meyer, LCSW-R) between sessions, please leave a message at 347-768-3909. Your call will be returned as soon as possible. (Benjamin Meyer, LCSW-R) checks his/her messages a few times during the daytime only, unless s/he is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call the national suicide prevention line at (1-800-273-8255) or NYC well at 1-888 NYC well if you need mor local help: If you or having an immediate emergency, call 911 or go to your nearest emergency room. Please do not use email or faxes for emergencies. (Benjamin Meyer, LCSW-R) does not always check his/her email or faxes daily.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard fee of \$175.00 per 50 minute or \$200 per hour/intake session via the Hipaa compliant credit card processing company known as IVY pay at the end of each session at the beginning of each session. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged \$50 per half hour. Please notify (Benjamin Meyer, LCSW-R) if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, (Benjamin Meyer, LCSW-R) will provide you with a copy of your receipt on a weekly basis, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, (Benjamin Meyer, LCSW-R) can use legal or other means (courts, collection agencies, etc.) to obtain payment.

### **THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:**

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. (Benjamin Meyer, LCSW-R) will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. (Benjamin Meyer, LCSW-R) may challenge some of your assumptions or perceptions or propose different ways of

looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, (Benjamin Meyer, LCSW-R) is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. (Benjamin Meyer, LCSW-R) **provides neither custody evaluation recommendation** nor medication or prescription recommendation nor legal advice, as these activities do not fall within his/her scope of practice.

**TREATMENT PLANS:** Within a reasonable period of time after the initiation of treatment, (Benjamin Meyer, LCSW-R) will discuss with you his/her working understanding of the problem, treatment plan, therapeutic objectives, and his/her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, (Benjamin Meyer, LCSW-R)'s expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

**TERMINATION:** As set forth above, after the first couple of meetings, Benjamin Meyer, LCSW-R will assess if he can be of benefit to you. (Benjamin Meyer, LCSW-R) does not work with clients who, in his opinion, he cannot help. In such a case, if appropriate, he will give you referrals that you can contact. If at any point during psychotherapy (Benjamin Meyer, LCSW-R) either assesses that he is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and

appropriate to do, he will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, he would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, (Benjamin Meyer, LCSW-R) will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, (Benjamin Meyer, LCSW-R) will give you a couple of referrals that you may want to contact, and if he has your written consent, he will provide her or him with the essential information needed. You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, (Benjamin Meyer, LCSW-R) will provide you with names of other qualified professionals whose services you might prefer.

**INTERNET SEARCHES:** In principle, (Benjamin Meyer, LCSW-R) does not use search engines to look up information about clients. In extreme situations that involve the wellbeing and safety of the client, such as when (Benjamin Meyer, LCSW-R) has reasons to suspect that the client might be in a crisis or if the client has not shown up to sessions nor communicated about it, exceptions might be made. In these cases, searching the internet for pertinent information about the client or attempting to find alternative ways to contact the client might be necessary to ensure their welfare. These extraordinary incidents would be fully documented and discussed with the client when possible.

**SOCIAL MEDIA POLICY:** (Benjamin Meyer, LCSW-R) takes issues of confidentiality and privacy, as well as healthy boundaries relating to the therapeutic relationship, very seriously. In order to protect the right of client and therapist for privacy, in order to safeguard the confidentiality of information shared between them, and in order to avoid confusion and maintain clear boundaries between client and therapist, Benjamin Meyer, LCSW-R has chosen to follow these principles concerning the use of social media:

- (Benjamin Meyer, LCSW-R) does not engage with clients in any way on social networking sites. For example, friend requests on Facebook will be denied and any communication on social platforms such as Messenger, will be ignored.

- (Benjamin Meyer, LCSW-R) has an active Facebook page as part of a professional practice, which aims to share updates and blog posts. Clients are welcome to view and share the posts but they will not be able to become fans of that page.
- (Benjamin Meyer, LCSW-R) has an active Twitter account used to publish clinical news. Clients are not expected to follow this account. While clients have the right to follow any twitter account they wish, they should consider safer options (such as using an RSS feed or a locked Twitter list). (Benjamin Meyer, LCSW-R) does not follow past or current clients on Twitter.
- The preferred method to contact (Benjamin Meyer, LCSW-R) between sessions is the phone. This is especially true when a client wishes to discuss therapeutic related issues.
- For brief pragmatic communications, such as rescheduling a session, clients may also use email. To protect your information, please avoid using email to communicate matters related to the sessions.
- Avoid using SMS (mobile phone text messaging) or messaging through Social Networking sites (WhatsApp, Messenger, etc.) to contact (Benjamin Meyer, LCSW-R).
- (Benjamin Meyer, LCSW-R) will not be able to see materials clients post on social media but if they wish to bring something relevant to the treatment or otherwise to the session, they are welcome to do so.

**AUDIO OR VIDEO RECORDING:** Unless otherwise agreed to by all parties beforehand, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided by (Benjamin Meyer, LCSW-R).

**CANCELLATION:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hour notice is required for re-scheduling or canceling an appointment during the week, and 72 hours, or the Friday the week before, if your session is on Monday. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

I have read the above Office Policies and General Information, Agreement for Psychotherapy Services or Informed Consent for Psychotherapy carefully (a total of 7 pages); I understand them and agree to comply with them:

**Client's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Client's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Psychotherapist's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_