**Informed Consent for Therapy**

**Robert (Roc) Kauffman, MA**

**Licensed Mental Health Counselor (LMHC)**

**Mass: 5655, Vermont 068.0119006**

Welcome to my practice. This document contains important information about my professional service and business policies. It also contains summary formation about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use an disclosure of Protected Health Information (PHI) for the purposes of treatment, payment and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them When you sign this document it will also represent an agreement between us. We can discuss any questions you have when you sign them or any time in the future.

SERVICES

Therapy is a relationship between the therapist and person being treated that works in part because of clearly rights and responsibilities held by each person. As a client in psychotherapy you have certain right and responsibilities that are important for you to understand. There are legal limitations to those rights that you be aware of. I, as your therapist have corresponding responsibilities to you. These rights and responsibilities are describe in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy 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 we discuss outside of sessions.

APPOINTMENTS

Appointments will ordinarily be 50 minutes in duration, scheduled once per week. Sessions may be more or less frequent as needed. If you need to cancel or reschedule a session, I ask that you provide me with 24 hours notice. If you miss a session without canceling, or cancel with less than 24 hours notice, my policy is to retain the fee for the missed session [unless we both agree that you were unable to attend due to circumstances beyond your control]. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time. Sessions can not take place if you are under the influence of alcohol or substances.

FEES

The standard fee for a 50 minute session is $60.00. You are responsible for paying when you schedule an appointment. Payment may be made online using credit cards or Paypal (if you prefer not to use a credit card)

INSURANCE

I do not accept any insurances. My practice fees are very low for this reason. If requested, I will provide you with documentation that you can submit to your insurance provider for out of network reimbursement. I can also accept payment from Health Savings or Flexible Spending Accounts (HSA/FSA). You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. It is my practice to arrive at a diagnosis in collaboration with you, with the understanding that 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 information I submit, if you request it. By signing this Agreement, you agree that I will provide you with the information requested by your insurance company. Please note that not all insurance companies reimburse for out-of-network services. It is your responsibility to determine what your insurance provider may (or may not) offer in the way of reimbursement for therapy.

PROFESSIONAL RECORDS

I am required to keep records of the psychological services that I provide. Your records are maintained in an encrypted folder (on my computer) and any paper records are kept in a locked file. Records I keep include, your reasons for seeking therapy, the goals we set for treatment, your diagnosis (if applicable), your treatment history, records I receive from other providers, copies of records you ask me to send to others, and your billing records. These records will be maintained for a period of seven years from the time of service termination. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

CONFIDENTIALITY

The information and content shared in therapy will remain confidential and will not be shared with anyone without your written consent. Your information is also privileged, which means that I am free from the duty to speak in court about your counseling unless you waive that right, or a judge orders it. Exceptions to Confidentiality and Privilege: As a mandated reporter in Vermont and Massachusetts, I am legally obligated to violate confidentiality under the following circumstances:

 • When the therapist has reason to suspect that the client has been, or is currently, involved in the abuse or neglect of a child

• When the therapist has reason to suspect that the client has been, or is currently, involved, in the abuse or neglect of vulnerable adults • If a client is pregnant and taking street drugs

 • If the client reports sexual misconduct by another counselor

• If a client is a serious danger to themselves, i.e., if suicidal

• If a client is a serious danger to someone else, i.e., if homicidal

 • If the courts order copies of records.

In any case, I will inform and discuss with you my concerns that will require me to break confidentiality before making any reports.

CONTACTING ME

I am often not immediately available for real-time communication. You may email or leave a message on my confidential voice mail and I will respond as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you are in crisis and cannot wait for a return call or if you feel unable to keep yourself safe, 1) go to your Local Hospital Emergency Room, or 2) call 911 and ask to speak to the mental health worker on call.

OTHER RIGHTS

If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You 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, or national origin. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You also have the right to expect that I will not have social or sexual relationships with clients or with former clients.

CONSENT TO PSYCHOTHERAPY Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

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Signature of Client or Personal Representative Date

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Printed Name of Client or Personal Representative, State of residency

Please sign and email to: rockauffman@gmail.com