

## INFORMED CONSENT AND AGREEMENT FOR THERAPY

*Therapy is a process that works in part because of clearly defined boundaries, along with specified rights and responsibilities held by each party. As a patient in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. Dr. Federici as a psychologist also has certain rights and responsibilities. Some of those rights and responsibilities are described below, as well some specifics of Dr. Federici's practice. Dr. Federici's objective is to provide you with quality service while staying current with the regulations he must follow. From time to time, Dr. Federici may amend his policies to keep up to date. Dr. Federici will work diligently with you to explain these changes, and assure that you are comfortable with them and with continuing therapy.*

### SECTION ONE: PSYCHOLOGICAL SERVICES

**1** Dr. Richard Federici, LLC, hereafter referred to as Dr. Federici, is licensed to practice psychology by The State of New Jersey Board of Psychological Examiners. "Dr. Richard Federici, LLC's" Federal Identification Number is 20-4758480, Dr. Federici's personal license to practice psychology in New Jersey is 35SI00170900, and the NPI number is 1063577112.

As a psychologist, it is incumbent on Dr. Federici to apprise you that seeking therapy has both benefits and risks. Psychological issues and emotions are enormously complex and affect each person uniquely. Most individuals will experience a positive outcome from therapy. It is difficult to reliably predict how long it may take, nor are there any guarantees. The process of therapy often necessitates discussing unpleasant issues that may leave you uneasy, and can spark various emotional responses. This is quite normal, but if you are extremely uncomfortable advise Dr. Federici. Though Dr. Federici's role may change throughout your therapy, he is always there to support you.

The broad goal of psychotherapy is to identify behaviors that are troublesome, and understand the root of the behavior in the process of amelioration of psychological distress and interpersonal conflict. Initially Dr. Federici analyzes the presenting issues to diagnose the problem, and along with you, will develop a plan of treatment tailored to the situation involved, and the concerns you have. Dr. Federici continuously evaluates which are the most appropriate modalities of therapy that will be effective to produce the best outcome for each patient. Dr. Federici devotes a great deal of thought and effort into each of his cases, and chooses to focus his practice solely on clients who are sincere about psychotherapy, and who need, and want his expertise. Dr. Federici does not accept clients whose concerns or motivations are other than therapy. Example of those cases are

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documentation of judicial matters, or cases that are connected by any means to a lawsuit, arbitration, family court matter, workmen's compensation, or motor vehicle accidents. Those type of cases take valuable time slots from people who need Dr. Federici's help. If at any point in the future your needs change, and you become involved in a judicial matter advise Dr. Federici. He will discuss an individual plan to assist you in that situation. Please be aware that as your therapist, Dr. Federici cannot testify as your expert witness, nor will he render custody recommendations, or certify that your pet is a service animal. Dr. Federici will decide on a case by case basis what type of letters or reports he will write, and will advise you of the associated fees involved with those letters or reports. If Dr. Federici feels that he can no longer help you he will discuss alternate plans, which may include recommendation of another therapist. Deciding when you stop working together is meant to be a mutual process. You should not just stop therapy abruptly, but rather there should be a discussion about an exit plan. Sometimes it is advisable to reduce the frequency of sessions before stopping immediately. You are encouraged to discuss this openly with Dr. Federici, and in most cases you are always welcome to return if circumstances change.

## SECTION TWO: CONFIDENTIALITY

**2** To receive the most effective treatment, and to make progress, you must be able to comfortably confide private matters to your psychologist. Dr. Federici is an advocate for preserving patient privacy and will protect your confidentiality and security. Confidentiality refers to the principal that information is not disclosed to unauthorized people. Information that you confide to Dr. Federici is recognized by law as privileged information, which should be kept confidential. Dr. Federici is ethically bound to protect what you disclose to him in therapy. He is not legally bound to follow HIPAA, since this practice does not fall under the criteria for HIPAA. Though Dr. Federici is not obliged by law to follow HIPAA protocols, he still is committed to protecting your confidentiality. Dr. Federici will take precautions to minimize the risk of disclosing any information concerning his patients, and will continue to improve his policies on protecting patient confidentiality. Dr. Federici will not disclose any information about you, or the fact that you are a patient, without your written consent, or acknowledgment, which may be via signed forms, or by other acceptable means. **By law, there are some notable exceptions to the rule of confidentiality.** Psychologists must report if they believe you are a serious danger to yourself or an imminent threat to others. If a psychologist has reason to suspect that a child is, has been, or will be abused or neglected, they are required by law to report the matter immediately. If a psychologist has reason to suspect that an elderly or incapacitated adult is abused, neglected or exploited, they are required by law to immediately report that as well. If you are involved in a life-threatening emergency and Dr. Federici cannot ask your permission, Dr. Federici will share information if he believes you would have wanted him to do so, or if he believes it will be helpful to you. *Records maintained as confidential pursuant to N.J.A.C. 13:42-8.1(c) shall be released under certain circumstances.* If requested or subpoenaed by the Office of the Attorney General of the State of New Jersey, or any of

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its divisions in the course of any investigation, your records may be released. Pursuant to an order of a court of competent jurisdiction a psychologist must also release your records, but in this case if you object to the records being released, Dr. Federici will work with your attorney if you have one, to squash the request. Dr. Federici keeps separate psychotherapy notes for his own use which will not be released. Your records only contain basic information about you, which are separate from his notes.

### **SECTION THREE: COMMUNICATIONS**

**3** You may reach Dr. Federici by phone or text at 973 533-1208. Dr. Federici's email address is: Fed@DocFed.com Dr. Federici will use text messages and emails for appointment matters, with your consent. Dr. Federici does not communicate through social media platforms such as Twitter or Facebook. Dr. Federici does not send or receive e-faxes. Dr. Federici is usually available Monday through Saturday from 9 am until 6 pm except when in session, or when he is driving. If you leave a text message, he will get back to you as soon as possible. If you leave voice mail, or email, he will get back to you within 24 hours. While he is traveling, or when he is out of the country, he will advise you at what hours he can be contacted. If you are unable to reach Dr. Federici and feel that you cannot wait for a return call, text or email, you should contact your psychiatrist if you have one, your family physician, or the nearest emergency room and ask for the psychologist or psychiatrist on call. If you are experiencing a life threatening emergency call 9-1-1.

### **SECTION FOUR: APPOINTMENTS**

**4** When you make an appointment, that time is reserved for you. If you need to reschedule or cancel an appointment, text Dr. Federici your request at 973 533-1208 and he will get confirm your cancellation. Do not use emails for cancelling appointment within 72 hours of the scheduled appointment time. If you do not use text messaging, or you do not consent that Dr. Federici text you, you may call 973 533-1208. Appointments not cancelled at least 24 hours in advance will be charged in full. If you give less than 24 hour notice of cancelling your appointment and Dr. Federici however is able to schedule someone in your time slot, he will advise you, and you will not be charged. If you are late to a session, the remaining minutes are yours. Please be aware that Dr. Federici reserves the right to end a session earlier, at his discretion. If appointments are frequently cancelled Dr. Federici may need to discuss with you whether continuing therapy makes sense.

### **SECTION FIVE: INSURANCE**

**5** Before your first appointment you were advised that Dr. Federici does not participate in any insurance plans or accept insurance as payment. He does not directly bill any insurance companies, or self-managed plans, nor does he accept third party payments. Dr. Federici does not electronically transmit any health claims or equivalent information,

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referral certifications, authorizations, health claims, first reports of injury, coordination of benefits, or other transactions that the secretary may prescribe by regulation 45 CFR §160.1031. Dr. Federici does not 'direct bill' Medicare or to Medicaid. At the end of each session you will be given a receipt which you may submit to your insurance company for out of network reimbursement. Depending on your deductible, and the specifics of your insurance plan, you may be reimbursed a portion of your cost of psychological therapy.

## **SECTION SIX: FEE DISCLOSURE**

**6** Prior to your first appointment you were advised of Dr. Federici's fee for your sessions. Your fee for each session is . The same fee will apply for phone sessions as in-office sessions. You will receive a separate consent form for other types of communications with Dr. Federici that are outside of sessions. It will discuss in detail the fee policy for phone calls, emails and texts. Dr. Federici does not accept insurance payments. Whether or not your insurance covers any portion of the therapy, you are responsible for the total fee of Dr. Federici's services, payable prior to each session. Third-party conference calls with anyone other than the patient, will be billed pro rata at five minute intervals, based on time spent. At Dr. Federici's discretion, you may be billed for waiting time of a preset conference call that is delayed, depending whether Dr. Federici altered his schedule for this call. Letters or reports will be charged a reasonable fee, which will be discussed in advance, on a case by case basis. If you do not show up for an appointment, or have not given at least 24 hours advance notification of cancellation of your appointment, you will be responsible for the full amount of that session. If you give less than 24 hour notice of cancelling your appointment and Dr. Federici however is able to schedule someone in your time slot, he will advise you, and you will not be charged. If payments are not received promptly, services may be suspended, or terminated at Dr. Federici's sole discretion, or he may exercise his right to secure payment via collection agencies or Small Claims Court pursuant to the ethical guidelines governing psychological care. If legal action is necessary, its cost will be included in the claim. Dr. Federici finds this distasteful, and would be most displeased to take this route with any patient and requests that you keep your balances current so that he may focus on helping you.

**ACKNOWLEDGMENT AND CONSENT FOR THERAPY**

I, \_\_\_\_\_ (*print name*) have read the *Informed Consent and Agreement for Therapy* and I acknowledge that I understand and accept all its terms. Any questions that I had were answered. I consent to continue therapy with Dr. Federici as outlined above.

*(A minors signature is required for patients 14 and older)*

_____	_____	_____
<b>Signature of Patient</b>	<b>Date</b>	<b>Date of Birth</b> <i>(mm/dd/yyyy)</i>

*(A parent's signature is required here for all minors)*

_____	_____	_____
<b>Signature</b>	<b>Relation</b>	<b>Date</b>

Address: \_\_\_\_\_  
\_\_\_\_\_

*(Circle your preferred method of contact)*

Home Phone: _____	Preferred Contact?	YES
Work Phone: _____	Preferred Contact ?	YES
Cell Phone: _____	Preferred Contact?	YES
Email: _____		