

FLORIDA MH, LLC INFORMED CONSENT FORM

OUTPATIENT SERVICES CONTRACT (Updated 01/01/2020)

Welcome to the Florida MH, LLC practice. This document contains important information about Florida MH, LLC professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us. Florida MH, LLC employs Dr. Si “Arthur” Chen Psy.D (“Dr. Chen”) as a Florida Licensed Clinical Psychologist - PY 10667.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you hope to address. There are many different methods Dr. Chen may use to deal with those problems. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Because therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But, there are no guarantees as to what you will experience.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, Dr. Chen will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions about whether you feel comfortable working with me. At the end of the evaluation, Dr. Chen will notify you if he believes that he is not the right therapist for you and, if so, Florida MH, LLC will give you referrals to other practitioners whom Dr. Chen believes are better suited to help you.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, Dr. Chen will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

Dr. Chen normally conducts an evaluation that will last from 2 to 4 sessions. During this time, you and Dr. Chen can decide if he is the best person to provide the services you need in order to meet your treatment goals. If you and Dr. Chen agree to begin psychotherapy, he will usually schedule one 50-minute session per week, at a time we agree on, although some sessions may be longer or more frequent. Therapy sessions, conducted in any format, may not be recorded.

CANCELLATIONS

Forty-Eight hours (48) hours advance notice of cancellation is required to cancel a session. Otherwise, the credit card on file will be charged for the full session rate.

Initials _____

PROFESSIONAL FEES

Florida MH, LLC and Dr. Chen's hourly fee is **\$195 for in office visit and Telehealth, referred to as "standard hourly rate"** or **\$250 for out-of-office rate. Florida MH, LLC and Dr. Chen's hourly fee for "exposure-based therapy" is \$175 with a 2.5-hour minimum.** If you and Dr. Chen meet more than the usual time, Florida MH, LLC will charge accordingly, in 15 min increments. In addition to weekly appointments, Florida MH, LLC charge this same hourly rate for other professional services you may need, though Florida MH, LLC will prorate the hourly cost if Dr. Chen's work for periods of less than one hour, in 15 min increments. Other professional services include report writing, telephone conversations lasting longer than 6 (six) minutes, attendance at meetings with other professionals you have authorized, preparation of 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 any professional time Florida MH, LLC spend on your legal matter, even if the request comes from another party.

Florida MH, LLC charges **the standard hourly rate per hour for professional services** if Florida MH, LLC or any of its therapist are asked or required to perform in relation to a legal matter on your or your child's behalf. The hours of service is calculated for staff from when they leave the Boca Raton office to return to the office. Rate of service included travel time. If the court or required location is greater than 30 miles a hotel and accommodation is required for the staff. This is to ensure staff is at their peak abilities during the required service. A hotel and accommodation rate of \$350 per night is charged along with the transportation costs of \$4 per mile.

Florida MH, LLC also charge a copying fee of \$0.25 per page for records requests.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when such services are requested. In circumstances of unusual financial hardship, Florida MH, LLC may be willing to negotiate a fee adjustment or payment installment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, Florida MH, LLC have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information Florida MH, LLC will release regarding a patient's treatment is his/her name, the dates, times, and nature of services provided, and the amount due.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. **Florida MH, LLC will fill out forms and provide you with whatever assistance Florida MH, LLC can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees.** It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Florida MH, LLC and Dr. Si "Arthur" Chen Psy.D does not directly accept insurance or is on any insurance panels.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. Though a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, Dr. Chen will try to assist you in finding another provider who will help you continue your psychotherapy.

You should also be aware that most insurance companies require that Florida MH, LLC or Dr. Chen to provide them with your clinical diagnosis. Sometimes Florida MH, LLC or Dr. Chen may have to provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in some cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, Florida MH, LLC or Dr. Chen has 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. Florida MH, LLC will provide you with a copy of any records it submits, if you request it. ***You understand that, by using your insurance, you authorize me to release such information to your insurance company. Florida MH, LLC will try to keep that information limited to the minimum necessary.***

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above unless prohibited by the insurance contract.

CONTACTING DR. CHEN

Dr. Chen am often not immediately available by telephone. Though Dr. Chen is usually in the office between 9 AM and 8 PM, Dr. Chen probably will not answer the phone when he is with a patient. When Dr. Chen is unavailable, his telephone is answered by voice mail, that he monitors frequently. Dr. Chen will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform him of some times when you will be available. In emergencies, you can try him at his cell number. If you are unable to reach him and feel that you cannot wait for him to return your call, contact emergency services or the nearest emergency room and ask for the psychologist or psychiatrist on call. Otherwise, please dial 911. If Dr. Chen will be unavailable for an extended time, he will provide you with the name of a colleague to contact, if necessary. Dr. Chen office cell phone is 561-331-1722

CONFIDENTIALITY [for adult patients]

In general, the privacy of all communications between a patient and a mental health professional is protected by law, and Florida MH, LLC / Dr. Chen can only release information about your treatment to others with your written permission. But there are a few exceptions, listed below. Please be advised, the situations listed below are not a complete listing of all possible situations which require disclosure, regardless of the client’s consent.

In most legal proceedings, you have the right to prevent Dr. Chen from providing any information about your treatment. You are advised to speak to an attorney before disclosing your mental health treatment (including being

in treatment itself) or releasing any information in legal proceedings. A judge may order Dr. Chen testimony if he/she determines that the issues demand it, and Dr. Chen must comply with that court order.

There are some situations in which Dr. Chen is legally obligated to act to protect others and yourself from harm, even if he has to reveal some information about a patient's treatment. For example, if he believes that a child, elderly person, or disabled person is being abused, in physical danger, at the risk, or has been abused, he must make a report to the appropriate state agency. This includes, but not limited to, any history of sexual abuse, physical abuse, emotional abuse, or child endangerment. As of July 1st 2019, Florida law mandates all mental health care providers to report any plans, intent, and/or urge to harm, injure, kill, or assault another person a patient discloses to the provider, to a law enforcement agency. Disclosure to the appropriate state agency may be required, even if the abuse has ended or the client is an adult. This is especially true if another child is under the care of, or is around, the alleged abuser. Be advised that such disclosure may happen with or without your consent, as it is required by law.

If Dr. Chen believe that a patient is threatening serious bodily harm to another, he is required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking involuntary hospitalization for the patient. If the patient threatens to harm himself/herself, Dr. Chen may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. If a similar situation occurs in the course of therapy, Dr. Chen will attempt to fully discuss it with you before taking any action.

Dr. Chen may occasionally find it helpful to consult other professionals (i.e. another mental health professional, attorney, etc...) about a case. During a consultation, he will make every effort to avoid revealing the identity of the patient. The consultant is also legally bound to keep the information confidential. Ordinarily, Dr. Chen will not tell you about these consultations unless he believes that it is important to the therapy process.

Although this written summary of exceptions to confidentiality is intended to inform you about potential issues that could arise, it is important that we discuss any questions or concerns that you may have at our next meeting. Dr. Chen will be happy to discuss these issues with you and provide clarification when possible. However, if you need specific clarification or advice he is unable to provide, formal legal advice may be needed, as the laws governing confidentiality are quite complex you are advised to seek the counsel of an attorney.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Client Signature

Date

Dr. Chen, Psy.D Signature
Licensed Psychologist

Date

Initials _____

MINORS

Parent Authorization for Minor's Mental Health Treatment

In order to authorize mental health treatment for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced from the other parent of your child, please notify me immediately. Dr. Chen will ask you to provide me with a copy of the most recent custody decree that establishes custody rights of you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child.

If you are separated or divorced from the child's other parent, please be aware that it is Florida MH LLC policy to notify the other parent that Dr. Chen am meeting with your child. Dr. Chen believes it is important that all parents have the right to know, unless there are truly exceptional circumstances, that their child is receiving mental health evaluation or treatment.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and the therapist regarding the child's treatment. If such disagreements occur, Dr. Chen will strive to listen carefully so that he can understand your perspectives and fully explain my perspective.

If either parent decides that therapy should end, Dr. Chen will honor that decision, unless there are extraordinary circumstances. However, in most cases, Dr. Chen will ask that you allow him the option of having a few closing sessions with your child to appropriately end the treatment relationship.

Individual Parent/Guardian Communications with Dr. Chen

In the course of my treatment of your child, Dr. Chen may meet with the child's parents/guardians either separately or together. Please be aware, however, that, at all times, that Dr. Chen's patient is your child – not the parents/guardians nor any siblings or other family members of the child. Furthermore, any communication by a parent may be legally disclosed to the other parent. **A parent should NOT share any information which they are not willing to have disclosed to the other parent.**

If Dr. Chen meets with you or other family members in the course of your child's treatment, he will make notes of that meeting in your child's treatment records. Please be aware that those notes will be available to any person or entity that has legal access to your child's treatment record.

Mandatory Disclosures of Treatment Information

In some situations, Florida MH, LLC or Dr. Chen may be required by law or by the guidelines of the law to disclose information, whether or not Florida MH, LLC or Dr. Chen have your or your child's permission. Florida MH, LLC have listed some of these situations below.

Confidentiality cannot be maintained when:

- Child patients tell me they plan to cause serious harm or death to themselves, and Dr. Chen believes they have the intent and ability to carry out this threat in the very near future. Dr. Chen must take steps to inform a parent or guardian or others of what the child has told me and how serious Dr. Chen believe this threat to be and to try to prevent the occurrence of such harm.
- Child patients tell me they plan to cause serious harm or death to someone else, and Dr. Chen believe they have the intent and ability to carry out this threat in the very near future. In this situation, Dr. Chen must inform a parent or guardian or others, and Dr. Chen may be required to inform the person who is the target of the threatened harm and the police.

- Child patients are doing things that could cause serious harm to them or someone else, even if they do not intend to harm themselves or another person. In these situations, Dr. Chen will need to use my professional judgment to decide whether a parent or guardian should be informed.
- Child patients tell me, or Dr. Chen otherwise learn that, it appears that a child is being neglected or abused--physically, sexually or emotionally--or that it appears that they have been neglected or abused in the past. In this situation, Dr. Chen am required by law to report the alleged abuse to the appropriate state child-protective agency.
- Florida MH, LLC or Dr. Chen is ordered by a court to disclose information.

Disclosure of Minor’s Treatment Information to Parents

Therapy is most effective when a trusting relationship exists between the psychologist and the patient. Privacy is especially important in earning and keeping that trust. As a result, it is important for children to have a “zone of privacy” where children feel free to discuss personal matters without fear that their thoughts and feelings will be immediately communicated to their parents. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy.

It is Dr. Chen’s policy to provide you with general information about your child’s treatment, but NOT to share specific information your child has disclosed to me without your child’s agreement. This includes activities and behavior that you would not approve of — or might be upset by — but that do not put your child at risk of serious and immediate harm. However, if your child’s risk-taking behavior becomes more serious, then Dr. Chen will need to use his professional judgment to decide whether your child is in serious and immediate danger of harm. If he believes that your child is in such danger, he will communicate this information to you.

You can always ask me questions about the types of information Dr. Chen would disclose. You can ask in the form of “hypothetical situations,” such as: “If a child told you that he or she were doing _____, would you tell the parents?”

Even when we have agreed to keep your child’s treatment information confidential from you, Dr. Chen may believe that it is important for you to know about a particular situation that is going on in your child’s life. In these situations, Dr. Chen will encourage your child to tell you, and he will help your child find the best way to do so. Also, when meeting with you, Dr. Chen may sometimes describe your child’s problems in general terms, without using specifics, in order to help you know how to be more helpful to your child.

Disclosure of Minor’s Treatment Records to Parents

Although the laws of Florida may give parents the right to see any written records Dr. Chen and Florida MH LLC keep about your child’s treatment, by signing this agreement, you are agreeing that your child or teen should have a “zone of privacy” in their meetings with me, and you agree not to request access to your child’s written treatment records.

Parent/Guardian Agreement Not to Use Minor’s Therapy Information/Records in Custody Litigation

When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, particularly for children. Although my responsibility to your child may require my helping to address conflicts between the child’s parents, my role will be strictly limited to providing treatment to your child. You agree that in any child custody/visitation proceedings, neither of you will seek to subpoena my records or ask me to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing my opinion about parental fitness or custody/visitation arrangements.

Please note that your agreement may not prevent a judge from requiring Dr. Chen's testimony. In which case, Dr. Chen must comply with the court/judge's orders. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, Dr. Chen will provide information as needed, if appropriate releases are signed or a court order is provided, but he will not make any recommendation about the final decision(s). **Furthermore, if Dr. Chen is required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for my participation agrees to reimburse me at the rate of standard hourly rate for time spent traveling, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs.**

Child/Adolescent Patient:

By signing below, you show that you have read and understood the policies described above. If you have any questions as we progress with therapy, you can ask me at any time.

Minor's Signature* _____ Date _____

Parent/Guardian of Minor Patient:

Please initial after each line and sign below, indicating your agreement to respect your child's privacy:

I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will be provided with periodic updates about general progress, and/or may be asked to participate in therapy sessions as needed. _____

Although I may have the legal right to request written records/session notes since my child is a minor, I agree NOT to request these records in order to respect the confidentiality of my child's/adolescent's treatment. _____

I understand that I will be informed about situations that could endanger my child. I know this decision to breach confidentiality in these circumstances is up to the therapist's professional judgment, unless otherwise noted above. _____

Parent/Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____