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## **INFORMED CONSENT AND PRIVACY PRACTICES**

Welcome to my practice. This document contains important information about my professional services and business practices. Please read it carefully. It notifies you of many of your rights and responsibilities and will represent an agreement between us.

### **Risks and Benefits**

Therapy has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether these risks are worth the benefits to you of changing. On the other hand, psychotherapy has been shown to have significant benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. Other benefits may include increased self-understanding and more satisfying relationships. There are no guarantees of what you will experience, and specific results of therapy cannot be guaranteed.

### **My Responsibilities to You as Your Therapist**

#### **Confidentiality**

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. The law protects the privacy of all communications between a patient and psychologist and I can only release information about our work to others with your written permission. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. The following are legal exceptions to your right to confidentiality:

1. In most legal proceedings, you have the right to prevent me from providing any information about your treatment. However, in some proceedings, a judge may order my testimony if he/she determines that the issues demand it. If you are ever involved in a court

proceeding, please consult with a lawyer about the legal implications of the proceeding and with me regarding its clinical implications.

2. If I believe that a minor, elderly person or dependent adult is being abused, I am legally obligated to take action to protect them from harm and must file a report with the appropriate state agency.

3. If a patient threatens to harm him/herself or if I deem a patient gravely disabled, I am required to take protective actions that may include hospitalization for the patient and/or contacting authorities, family members, or others who can help provide protection.

4. If I believe that a patient poses a serious danger of violence to others, I am required by law to take protective actions that may include notifying the potential victim(s), contacting the police, or seeking hospitalization for the patient. If any of the above situations occur, I will attempt to discuss the situation with you before taking action if possible.

5. Minors: If you are under 18 years of age, please be aware that the law provides your parents/guardians with the right to examine your treatment records. Minors over the age of 16 have additional rights. It is my policy to request that your parents/guardians 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 that there is a high risk that you will seriously harm yourself or someone else, if you are being abused, or if you are abusing someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment once it is complete. Before giving them any information, I will discuss this matter with you, if possible, and do my best to handle any objections you may have about what I am prepared to discuss.

6. I consult regularly with a supervising clinical psychologist, and may occasionally find it helpful to consult other professionals about a case. During a consultation, I do not share identifying information about patients. The consultant is also legally bound to keep what we discuss confidential.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have.

### **Record-Keeping**

The laws and standards of my profession require that I keep treatment records. I keep very brief records, noting only that you have been here, what happened in session, and the topics

we discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in the record. You are entitled to view your records unless I believe that seeing them would be counter-indicated for your treatment, in which case I can provide a summary of the records instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them or the summary I provide with me or with the mental health professional of your choice. I maintain your records in a secure location that cannot be accessed by anyone else.

### **Diagnosis**

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. All of the diagnoses come from a book titled the DSM-5. If I do use a diagnosis, I will discuss it with you at your request.

diagnosis.

### **Contact**

I am often not immediately available by telephone but my contact number is a voicemail that I monitor frequently. I usually return calls within 24 hours, with the exception of weekends and holidays. Please note that messages left on Friday afternoon will most often be returned the following business day. If you are unable to reach me and feel that you can't wait for me to return your call, you can call 1-888-NYC-WELL or contact the nearest emergency room and ask for the psychologist on call. If you believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance.

I am away from the office several times in the year for vacations or to attend professional meetings. If I am not taking and responding to phone messages during those times I will have someone cover my practice. I will tell you well in advance of any anticipated lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. E-mail is an effective way to contact me for non-emergency or scheduling issues; however, it is not a secure form of communication, and I cannot guarantee that the information you disclose in an e-mail will not be intercepted by a third party. Therefore, e-mail is

not an appropriate means of communicating confidential or urgent information to me. Therapy sessions are never conducted via e-mail.

Additionally, you and I will typically determine together when therapy will end, with some exceptions. If I am not, in my judgment, able to help you, because of the kind of problem you have or because my training and skills are, in my judgement, not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, threaten, verbally or physically, or harass myself, the office, any of my staff or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

### **Your Responsibilities as a Patient in Therapy**

#### **Session Attendance and Cancellation Policy**

Sessions last for 45 minutes. You are responsible for coming to your session at the time we have scheduled. If you are late, we will end on time so as not to run over into the next person's session. **I have a 48-hour cancellation policy.** If you miss an appointment and have not provided 48 hours' notice of a cancellation, you will be responsible for the full session fee, no matter what the reason is for the cancellation—including illness, unforeseen events, and emergencies. Insurance policies do not pay for missed sessions, therefore, even if you are using insurance to pay for therapy, you will be responsible for the full fee for that session out of pocket. I believe that keeping a boundary around cancellations is an essential component of good therapy, and one that ultimately benefits the therapy and patient above all else. I am happy to discuss the reasons for this in greater detail when we meet. Finally, if you miss two sessions in a row without canceling in advance, and haven't responded to attempts to reschedule, I will assume that you have dropped out of therapy and will make the space available to another.

#### **Fees and Insurance Copays**

You are expected to pay our agreed-upon fee by cash or check at the time each session is held unless we have made other arrangements. If you are in-network with Blue Cross/Blue Shield (BCBS), your copay is due in cash or check at the time each session is held. Please note that I charge a \$35 returned check fee for any payment returned to me because of insufficient funds. If you have a PPO insurance plan with a provider other than BCBS, most will reimburse some amount for our sessions. In this case, I can provide you with a monthly invoice, which you

can then submit to your insurer for reimbursement. Please refer to your insurer for questions about “out of network” benefits. My fees are raised on a yearly basis, and I will discuss this with you at least a month before the change goes into effect. When I have to speak with others in the course of treatment (such as in court proceedings or consultations with other professionals involved in your care) and it requires my time and effort above and beyond the normal course of therapy, we will discuss the fee for these additional services. You should be aware that most insurance companies require the release of clinical information, including, but not limited to, dates of service, diagnoses, treatment plans, and outcome. Signing this document gives me permission to release to your insurance company the information needed to obtain payment for my services.

**Other Rights**

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time. If another health care person is working with you, I will need a release of information from you so that I can communicate freely with that person about your care. You have the right to refuse anything that I suggest. I do not have social or sexual relationships with patients or former patients because that would not only be unethical and illegal, it would be an abuse of the power I have as a therapist.

**Consent to Psychotherapy**

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I understand the limits to confidentiality required by law. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. I agree to the cancellation policy stated above. I understand my rights and responsibilities as a patient and my therapist's responsibilities to me.

Signature and Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_